



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN
Registrar-Recorder/County Clerk

April 15, 2024

ADDENDUM NUMBER THREE REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) #19-003 AS-NEEDED TEMPORARY STAFFING SERVICES

Dear Prospective Vendor:

Addendum Number Three is made to Request for Statement of Qualifications (RFSQ) #19-003 for As-Needed Temporary Staffing Services by the Department of Registrar-Recorder/County Clerk (Department).

Note that the updates and incorporations made below will affect all Statement of Qualifications (SOQ) submitted to the Department as of the date of this addendum.

- RFSQ Main document is hereby deleted and replaced with a new RFSQ Main document in the RFSQ (revised February 16, 2024).
- Appendix A (Statement of Work As-Needed Technical Staffing Services) is hereby deleted and replaced with a new Appendix A (Statement of Work As-Needed Technical Staffing Services) in the RFSQ (revised February 16, 2024).
- Appendix B (Statement of Work As-Needed Non-Technical Staffing Services) is hereby deleted and replaced with a new Appendix B (Statement of Work As-Needed Non-Technical Staffing Services) in the RFSQ (revised February 16, 2024).
- Appendix C (Master Agreement) is hereby deleted in its entirety and replaced with a new Appendix C (Master Agreement) in the RFSQ (revised February 16, 2024).
- Appendix D (Required Forms), is hereby deleted and replaced with a new Appendix D (Required Forms) in the RFSQ (revised February 16, 2024).
- Appendix E (RFSQ Transmittal to Request a Solicitation Requirements Review), is hereby deleted and replaced with a new Appendix E (Solicitation Requirements Review Request) in the RFSQ (revised February 16, 2024).
- Appendix F (County of Los Angeles Policy on Doing Business with Small Business), is hereby deleted and replaced with a new Appendix F (Intentionally Omitted) in the RFSQ (revised February 16, 2024).

- Appendix G (County of Los Angeles Policy on Doing Business with Small Business) is hereby deleted in the RFSQ.
- Appendix H (Listing of Contractors Debarred in Los Angeles County), is hereby deleted in the RFSQ.
- Appendix I (IRS Notice 1015) is hereby deleted in the RFSQ.
- Appendix J (Safely Surrendered Baby Law) is hereby deleted in the RFSQ.
- Appendix K (Defaulted Property Tax Reduction Program) is hereby deleted in the RFSQ.

It is the sole responsibility of each proposer to periodically check the County's Open Solicitations website for changes and/or additions to the solicitation.

RFSQ #19-003 is an open continuous solicitation. The initial deadline for receipt of SOQs was June 19, 2019. Any future SOQs sent by vendors will be reviewed as time permits upon receipt by the Department.

Thank you for your interest in this solicitation.

Sincerely,



JEROME JORDAN

Assistant Registrar-Recorder/County Clerk, Administration

JJ:JS

VW:jw



DEPARTMENT OF REGISTRAR-RECORDER/COUNTY CLERK

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) FOR AS-NEEDED TEMPORARY STAFFING SERVICES

RFSQ #19-003

**Prepared By
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APPENDICES

- A Statement of Work As-Needed Technical Staffing Services:** Sets forth in detail the required services and attachments which accompany the SOW to be performed by the Contractor for Technical Staffing Services.
- B Statement of Work As-Needed Non-Technical Staffing Services:** Sets forth in detail the required services and attachments which accompany the SOW to be performed by the Contractor for Non-Technical Staffing Services.
- C Master Agreement and Master Agreement Exhibits:** Identifies the terms and conditions of the Master Agreement.
- D Required Forms:** Forms that must be completed and included in the Statement of Qualifications (SOQ).
- E Solicitation Requirements Review (SRR) Request:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- F Intentionally Omitted**

1.0 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS

RFSQ Release Date	5/31/2019
RFSQ Contact	Veronica Williams via email: contracts@rrcc.lacounty.gov
Solicitation Requirements Review (SRR) Request Due	6/14/2019 and within ten (10) business days of each subsequent addendum release.
Deadline to Register for (Mandatory) Virtual Vendor's Conference (if applicable)	N/A
Vendor's Conference	N/A
Written Questions Due	3:00 P.M. PT on 11/11/2019. <i>Any questions received after 3:00 P.M. PT on November 11, 2019 will be reviewed by the Department as time permits.</i>
Questions and Answers Released via Addendum	11/19/2019
SOQ's Due	3:00 P.M. PT on 6/21/2019. <i>The original SOQ submission date was 6/21/2019. The solicitation remains open until the needs of the Department are met. Any submissions received after 6/21/2019 will be reviewed by the Department as time permits.</i>
Anticipated Master Agreement Term	The term of the Master Agreement will be five (5) years after the date of execution, with two (2) additional one-year option periods and six (6) month-to-month extensions. Option periods and extensions will be exercised at the Department's discretion.
Minimum Mandatory Requirements (MMRs)	Paragraph 3.0 (Minimum Mandatory Requirements)

2.0 GENERAL INFORMATION

2.1 Background

The County of Los Angeles (County) is the largest election jurisdiction in the United States with over five million (5,000,000) registered voters and counting. The Department of Registrar-Recorder/County Clerk (Department) is responsible for conducting Countywide and Statewide elections as well as Special Elections for State, Federal, and County vacancies, school districts, and special districts upon request.

2.2 Introduction

The Department is seeking qualified vendors to enter into Master Agreements (MA) with the County to provide as-needed technical staffing as well as non-technical staffing in support of County-administered elections under the California Voter's Choice Act ("VCA") and the County's voting system, the Voting Solutions for All People (VSAP). Please see Appendices A and B of this solicitation for detailed information on technical and non-technical staffing needs.

The VCA expands the County's voting period in an election from one (1) day to eleven (11) days total and replaces polling places with Vote Centers (VCs) as places for voters to vote. This transition to conducting elections under the VCA model and VSAP has necessitated a considerable increase in the Department's temporary workforce during election cycles.

The County anticipates establishing approximately seven hundred fifty (750) VCs across Los Angeles County for most Countywide and Statewide elections. Countywide and Statewide elections are generally held on regularly scheduled election dates established by state law. A list of scheduled elections for the 2024 election cycle are available on our website at <https://lavote.gov/home/voting-elections/current-elections/upcoming-elections>.

Election cycles consist of at least one major election per fiscal year (June to July) with the even years requiring up to six hundred (600) or more temporary technical staff placements versus odd years having a significant decrease in the number of temporary staff placements depending on the specific operation. Major elections typically occur in March or June and November of even years and in November of odd years. For the 2024 election cycle the presidential primary is in March 2024.

2.3 Scope of Work

The Department requires the services of contractors for the placement of temporary staff in the Department's headquarters and warehouse locations prior to, during, and after an election, as well as at temporary ballot collection centers and VCs throughout the County during each voting period.

Assignment durations *for As-Needed **Technical** Staffing Services* will be for a period of not to exceed ninety (90) days per Government Code 31000.4, with shifts to include day, evening, and/or night hours, as applicable as well as weekdays, weekends, and holidays, and may require overtime that will be coordinated with the County Project Manager for each assignment.

Assignment durations *for As-Needed **Non-Technical** Staffing Services* will be for a period of not to exceed ninety (90) days per Government Code 31000.4, with shifts to include day, evening and/or night hours, as applicable, as well as weekdays, weekends, and holidays, and may require frequent overtime that will be coordinated with the County Project Manager for each assignment.

Vendors may seek to qualify in one or more of the categories listed in Appendices A and B.

The Department reserves the right to add and/or delete temporary staff job classifications throughout the term of the MA.

2.4 Overview of Solicitation Document

This Request for Statement of Qualifications (RFSQ):

- 2.4.1** Specifies the Vendor's minimum qualifications, provides information regarding some of the requirements of the Master Agreement and the solicitation process.
- 2.4.2** Contains instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).
- 2.4.3** Explains how the SOQ will be reviewed, selected and qualified.
- 2.4.4** The following Appendices are included in the RFSQ:
 - A Statement of Work (SOW) and SOW Exhibits Technical Staffing Services:** Sets forth in detail the required services and attachments which accompany the SOW to be performed by the Contractor for Technical Staffing Services.
 - B Statement of Work (SOW) and SOW Exhibits Non-Technical Staffing Services:** Sets forth in detail the required services and attachments which accompany the SOW to be performed by the Contractor for Non-Technical Staffing Services.
 - C Master Agreement and Master Agreement Exhibits:** The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.

D Required Forms: Forms contained in this section must be completed and included in the SOQ.

E Solicitation Requirements Review (SRR) Request: Transmittal sent to Department requesting a Solicitation Requirements Review.

F Intentionally Omitted

2.5 Terms and Definitions

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

2.6 Master Agreement Process

The objective of this RFSQ process is to secure one or more qualified Vendors to provide As-Needed Temporary Staffing Services. Specific tasks, deliverables, etc., will be determined at the time the Department requests Work Order bids.

2.6.1 Master Agreements will be executed with all Vendors determined to be qualified.

2.6.2 Upon the Department's execution of these Master Agreements, the qualified Vendors will become County Contractors, and thereafter be solicited under competitive conditions to provide As-Needed Temporary Staffing Services. Work Orders to be issued by County. Work Orders will include a Statement of Work which will describe in detail the particular project and the work required for the performance thereof. Payment for all work will be either on a time and materials basis or on a fixed price per deliverable basis, as determined by the Department and subject to the Total Maximum Amount specified on each individual Work Order. The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business.

If the Master Agreement includes various categories of services, only those Contractors qualified for the specific category will be contacted to submit bids.

2.7 Master Agreement Term

The term of the Master Agreement will be five (5) years after the date of execution with two (2) additional one-year option periods and six (6) month-to-month extensions. Option periods and extensions will be exercised at the Department's discretion.

County will be continuously accepting SOQs throughout the duration of the Master Agreement to qualify Vendors. The Master Agreement will become effective upon the date of its execution by the Department Head or designee and expire by no later than seven years and six months after, unless sooner extended or terminated.

2.8 Indemnification and Insurance

Vendor will be required to comply with the indemnification provisions contained in Appendix C (Master Agreement), including, but not limited to, Paragraph 8.23. Vendor must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated coverage amounts specified in Appendix C (Master Agreement), Paragraphs 8.24 and 8.25.

3.0 MINIMUM MANDATORY REQUIREMENTS

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

- 3.1** Vendor must have a minimum of five (5) years of experience, within the last ten (10) years, providing placement of temporary staff services. Desirable, but not required: three (3) years of the five (5) years with a governmental agency for services equivalent or similar to the clerical, warehouse, supervising, and driving services listed in either Statements of Work for the category(ies) in which vendor seeks to qualify as follows:

- Tier 1 Group - One thousand (1,000) or less number of placements within the five (5) years of experience.
- Tier 2 Group - One thousand and one (1,001) to ten thousand (10,000) number of placements within the five (5) years of experience.
- Tier 3 Group - Ten thousand and one (10,001) or more number of placements within the five (5) years of experience.

Vendor shall provide references that verify this Minimum Mandatory Qualification and include name of company, corporation, or government agency, the total number of placements with each company, corporation or agency, complete start dates, complete end dates, the address, phone numbers, with contact information for each reference, and the services provided.

- 3.2** Vendor must have a Project Manager with a minimum of five (5) years of experience providing placement of temporary staff. Three (3) years of experience with a governmental agency(ies) is desirable, not required, for which the same or similar work to that described in sub-paragraph 2.3 – Scope of Work and either Statements of Work for clerical, warehouse, supervising, and driving staffing services was provided.

- 3.3** Vendor must have a local office within Los Angeles County or surrounding Los Angeles County. The office can be a satellite office surrounding Los Angeles County (including Imperial County, Kern County, Orange County, Riverside County, San Bernardino County, San Diego County, San Luis Obispo County, Santa Barbara County, and Ventura County).
- 3.4** If Vendor's compliance with a County contract has been reviewed by the County of Los Angeles Department of the Auditor-Controller within the last ten (10) years, Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over one-hundred thousand dollars (\$100,000.00), that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six (6) months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the sole opinion of the County.

4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

4.1 Representations Made Prior to Master Agreement Execution

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

4.2 County's Right to Amend Request for Statement of Qualifications

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

4.3 County Option to Reject SOQs

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

4.4 Background and Security Investigations

Background and security investigations of Vendor/Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Master Agreement. The cost of background checks is the responsibility of the Vendor/Contractor.

- 4.4.1 For purposes of background and security investigations, all of the positions assigned to Contractor's staff performing services under this Master Agreement are designated sensitive positions. Each of Contractor's staff performing services under the resulting agreement shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless, if the member of Contractor's staff passes or fails the background investigation.
- 4.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the resulting agreement at any time during the term of the resulting agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 4.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 4.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 5.4 (Background and Security Investigations) shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the resulting agreement.

5.0 NOTIFICATION TO VENDORS

5.1 Public Records Act

- 5.1.1 Responses to this RFSQ will become the exclusive property of the County. At such time as when Department recommends the qualified Vendor(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all SOQ's submitted in

response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

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

5.2 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and e-mailed to:

Veronica Williams, Contracts and Grants Manager
Email: contracts@rrcc.lacounty.gov

All emails must state "RFSQ 19-003" as part of the subject line.

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

5.3 Mandatory Requirement to Register on County's WebVen

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

5.4 Protest Process

- 5.4.1** Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Paragraph 5.4.3 below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the Paragraphs below.

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

5.4.3 Grounds for Review

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

5.4.3.1 Solicitation Requirements Review (Referenced in Paragraph 9.1)

5.4.3.2 Disqualification Review (Referenced in Paragraph 9.2)

5.5 Conflict of Interest

No County employee whose position in the County enables them to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor must certify that they are aware of and have read Section 2.180.010 of the Los Angeles County Code as stated in Exhibit 2 (Certification of Compliance) of Appendix D (Required Forms).

5.6 Determination of Vendor Responsibility

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

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

- 5.6.3** The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 5.6.4** If there is evidence that the Vendor may not be responsible, the Department will notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board that the Vendor be found not responsible. The Department will provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 5.6.5** If the Vendor presents evidence in rebuttal to the Department, the Department will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor will reside with the Board.
- 5.6.6** These terms will also apply to proposed Subcontractors of Vendors on County Master Agreements.

5.7 Vendor Debarment

- 5.7.1** Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board finds, in its discretion, that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which

indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

5.7.2 These terms will also apply to proposed subcontractors of Vendors on County contracts.

5.7.3 A listing of contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

5.8 Improper Considerations

5.8.1 Attempt to Secure Favorable Treatment

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

5.8.2 Notification to County

A Vendor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

5.8.3 Form of Improper Consideration

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

5.9 County Lobbyist Ordinance

The County has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon

individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists.

5.10 Consideration of GAIN/START Participants for Employment

5.10.1 As a threshold requirement for consideration of a Master Agreement, Vendors must demonstrate a proven record of hiring participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) or Skills and Training to Achieve Readiness for Tomorrow (START) Programs or must attest to a willingness to consider GAIN/START participants for any future employment openings if they meet the minimum qualifications for that opening. Vendors must attest to a willingness to provide employed GAIN/START participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

5.10.2 Vendors who are unable to meet this requirement will not be considered for a Master Agreement. Vendors must submit a completed Exhibit 2 (Certification of Compliance) of Appendix D (Required Forms), along with their SOQ.

5.11 Jury Service Program

5.11.1 The prospective Master Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully review Paragraph 8.8 (Compliance with the County's Jury Service Program) of Appendix C (Master Agreement), which is incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors.

SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 5.11.2** Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 2 (Certification of Compliance) of Appendix D (Required Forms). If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Exhibit 2 (Certification of Compliance) of Appendix D (Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

5.12 Pending Acquisitions/Mergers by Proposing Company

The Vendor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Vendor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information must be provided by the Vendor in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix D (Required Forms). Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration. Vendor should have a continuing obligation to notify the County and update any changes to its response in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix D (Required Forms) during the solicitation.

5.13 Intentionally Omitted

5.14 Defaulted Property Tax Reduction Program

- 5.14.1** The prospective Master Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") Los Angeles County Code, Chapter 2.206. Prospective Contractors should reference the pertinent provisions of Appendix C (Master Agreement), Paragraphs 8.51 and 8.52, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.
- 5.14.2** Vendors will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the

Defaulted Tax Program by completing Exhibit 2 (Certification of Compliance) in Appendix D (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

5.15 County's Commitment to Zero Tolerance Policy on Human Trafficking

- 5.15.1** On October 4, 2016, the County approved a motion taking significant steps to protect victims of human trafficking by establishing a zero-tolerance policy on human trafficking. The policy prohibits Vendors engaged in human trafficking from receiving contract awards or performing services under a County contract.
- 5.15.2** Vendors are required to complete Exhibit 2 (Certification of Compliance) in Appendix D (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix C (Master Agreement). Further, contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.

5.16 Intentionally Omitted

5.17 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

- 5.17.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.17.2** Upon contract award or at the request of the A-C and/or the contracting department, the Contractor must submit a direct deposit authorization request 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.

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

5.17.4 Upon contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

5.18 Vendor's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

5.18.1 On May 29, 2018, the County approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952.

5.18.2 Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix D (Required Forms), certifying that they are in full compliance with Section 12952, as indicated in the Master Agreement. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

5.19 Prohibition from Participation in Future Solicitation(s)

A Vendor, or a Contractor or its subsidiary or Subcontractor ("Vendor/Contractor"), is prohibited from submitting an SOQ in a County solicitation if the Vendor/Contractor has provided advice or consultation for the solicitation. A Vendor/Contractor is also prohibited from submitting an SOQ in a County solicitation if the Vendor/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Vendor from participation in the County solicitation or the termination or cancellation of any resultant County Master Agreement. (Los Angeles County Code, Chapter 2.202).

5.20 Community Business Enterprise (CBE) Participation

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises certified as disadvantaged business enterprises disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has established a collective 25% participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program maintains data on the types of businesses registered as CBEs and their utilization. The Vendor's CBE

participation must be reflected in Exhibit 5 (Community Based Enterprise (CBE) Information) form in Appendix D (Required Forms).

All Vendors must document efforts it has taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and other services under this Master Agreement. The Vendor must make documents related to these efforts available to the County upon request.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Vendor's ability to provide the best service and value to the County.

To obtain a list of the County's CBE certified firms, e-mail the request to the County of Los Angeles Department of Economic Opportunity at CBESBE@opportunity.lacounty.gov with the subject "**Request for CBE Listing.**" For additional information contact the Office of Small Business at: (844) 432-4900 or at OSB@opportunity.lacounty.gov.

5.21 Intentionally Omitted

6.0 COUNTY'S PREFERENCE PROGRAMS

6.1 Overview of County's Preference Programs

6.1.1 The County has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

6.1.2 The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in Paragraphs 6.2, 6.3, and 6.4 of this solicitation. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affairs' (DCBA) website at: <http://dcba.lacounty.gov>.

6.1.3 In no case will the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.

- 6.1.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

6.2 Local Small Business Enterprise (LSBE) Preference Program

- 6.2.1 In reviewing Work Order Bids, the County will give LSBE preference to businesses that meet the definition of an LSBE for solicitations not subject to the federal restriction on geographical preferences, consistent with Chapter 2.204 of the Los Angeles County Code.
- 6.2.2 To apply for certification as an LSBE, businesses should contact the DCBA at <http://dcba.lacounty.gov>.
- 6.2.3 Certified LSBEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.

6.3 Social Enterprise (SE) Preference Program

- 6.3.1 In reviewing Work Order Bids, the County will give preference during the solicitation process to businesses that meet the definition of a SE for solicitations not subject to the federal restriction on geographical preferences, consistent with Chapter 2.205 of the Los Angeles County Code.
- 6.3.2 To apply for certification as an SE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 6.3.3 Certified SEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit their SE certification letter ("Certification for Non-Federally Funded Solicitations") from the DCBA with their bid.

6.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

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

6.4.2 The business must be certified by DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

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

6.5 Preference Program Enterprises (PPEs) - Prompt Payment Program

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

7.0 STATEMENT OF QUALIFICATION (SOQ) REQUIREMENTS

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

7.1 Truth and Accuracy of Representations

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

7.2 Vendors' Questions

7.2.1 Vendors may submit written questions regarding this RFSQ by e-mail to Veronica Williams at contracts@rrcc.lacounty.gov. All questions must be received by 3:00 P.M. PT on June 11, 2019. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.

The original deadline for receipt of questions was by 3:00 P.M. PT on November 11, 2019. Since the solicitation remains open until the needs of the Department are met, any questions received after 3:00 P.M. PT on November 11, 2019 will be reviewed by the Department as time permits.

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

All emails must state "RFSQ 19-003" as part of the subject line and specify whether the question applies to Technical Staffing Services or Non-Technical Staffing Services.

7.3 Vendors Conference

No Proposers Conference will be held to discuss the RFSQ. However, County staff will respond to questions from potential Vendors. See Section 7.2 above for more information.

7.4 Preparation and Format of the SOQ

One SOQ must be submitted via electronic mail (e-mail) to: Veronica Williams at contracts@rrcc.lacounty.gov by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements). *Any submissions received after 6/21/2019 will be reviewed by the Department as time permits.*

All SOQs must be submitted in the prescribed format listed below. Arial font size 12 is preferred; however, smaller font may be used due to limited space in columns and rows in any given document but must be legible. Electronic signatures will be acceptable. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

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

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

7.4.1 Table of Contents

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

7.4.2 Vendor's Qualifications (Section A)

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

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

The Vendor must complete, sign and date the Exhibit 1 (Organization Questionnaire/Affidavit) as set forth in Appendix D (Required Forms). **The person signing the form must be authorized to sign on behalf of the Vendor and to bind the vendor in a Master Agreement.**

The Vendor must provide a summary of relevant background information to demonstrate that the Vendor meets the minimum mandatory requirements stated in Paragraph 3.0 of this RFSQ and has the capability to perform the required services as a corporation or other entity.

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

If the below referenced documents are not available at the time of SOQ submission, Vendors must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Vendor must submit the following documentation with the SOQ:

- 1)** A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2)** A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of

State listing corporate officers or members and managers.

Limited Partnership:

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

7.4.2.2 Vendor's References (Section A.2)

It is the Vendor's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on Exhibit 7 (List of References) of Appendix D (Required Forms).

County may disqualify a Vendor if:

- 1) References fail to substantiate Vendor's description of the services provided; or
- 2) References fail to support that Vendor has a continuing pattern of providing capable, productive and skilled staff, or
- 3) The Department is unable to reach the point of contact with reasonable effort via email with no more than three attempts. It is the Vendor's responsibility to inform the point of contact of normal working hours (8:00 A.M.- 5:00 P.M. PT).

The Vendor must complete and include Required Forms, Exhibit 4 (Debarment History and List of Terminated Contracts), and Exhibit 7 (List of References) as set forth in Appendix D (Required Forms)

- 1) List of References, Exhibit 7
Vendor must provide at least five (5) references where the same or similar scope of services were provided.
- 2) Debarment History and List of Terminated Master Agreements, Exhibit 4
Listing must include contracts terminated within the past three (3) years with a reason for termination.

7.4.2.3 Vendor's Debarment History and List of Terminated Contracts (Section A.3)

The County will conduct a review of Vendor's terminated contracts and debarment history. Vendor must include contracts terminated within the past three (3) years with a reason for termination in Appendix D (Required Forms), Exhibit 4 (Debarment History and List of Terminated Contracts). Vendor's completed form Exhibit 4 (Debarment History and List of Terminated Contracts) must be provided as part of their SOQ.

7.4.2.4 Vendor's Pending Litigation and Judgments (Section A.4)

The County will conduct a review of Vendor's pending litigation and judgments. Vendor must identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five (5) years. Additionally, Vendor must provide a statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor.

7.4.3 Required Forms (Section B)

Include all forms identified in Appendix D (Required Forms).

Exhibit 1	Organization Questionnaire/Affidavit
Exhibit 2	Certification of Compliance
Exhibit 3	Request for Preference Consideration
Exhibit 4	Debarment History and List of Terminated Contracts
Exhibit 5	Community Business Enterprise (CBE) Information (Excel Worksheet)
Exhibit 6	Minimum Mandatory Requirements
Exhibit 7	List of References
Exhibit 8	As-Needed Temporary Staffing Services Classification Pricing Schedule (PDF Worksheets)
Exhibit 9	Intentionally Omitted
Exhibit 10	Declaration

7.4.4 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in the Appendix C (Master Agreement), Paragraphs 8.24 and 8.25. *If a Vendor does not currently have the required coverage, a letter (including the period of time that the letter is valid) from a qualified insurance carrier indicating a willingness to*

provide the required coverage should the Vendor be selected to receive a Master Agreement award may be submitted with the SOQ.

7.4.5 Proof of Licenses (Section D)

Vendor must furnish a copy of all applicable licenses requested in this solicitation.

7.5 SOQ Submission

One SOQ must be submitted by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements), via electronic mail (e-mail) as follows:

To: Veronica Williams at contracts@rrcc.lacounty.gov

Subject: SOQ #19-003 for As-Needed Temporary Staffing Services

The original SOQ submission date was 6/21/2019. Any submissions received after 6/21/2019 will be reviewed upon receipt by the Department as time permits.

No hard copies delivered in person or facsimile (faxed) responses will be accepted. Please note, each email attachment file size may be limited in MB per email. Multiple emails of various file types (e.g., .zip, PDF, Excel) will be accepted. **All SOQ documentation must be attached, not linked.** Submitting vendors must bear all risks associated with delays in delivery.

All SOQs will be firm offers and may not be withdrawn for a period of three hundred and sixty-five (365) days following submission of SOQs.

7.6 Acceptance of Terms and Conditions of Master Agreement

Vendors understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix C (Master Agreement), including any revised or updated terms and conditions in the Master Agreement.

7.7 SOQ Withdrawals

Errors in SOQs may be corrected with a request in writing to Veronica Williams at contracts@rrcc.lacounty.gov up to seven (7) days past original submission to withdraw the SOQ (with error(s) identified) alongside simultaneous submission of another SOQ with the mistakes corrected.

8.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

8.1 Review Process

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

8.1.1 Adherence to Minimum Mandatory Requirements

County will review Exhibit 1 (Organization Questionnaire/Affidavit of Appendix D (Required Forms), Exhibit 6 (Minimum Mandatory Requirements), and Exhibit 7 (List of References), to determine if the Vendor meets the minimum mandatory requirements as outlined in Paragraph 3.0 of this RFSQ.

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

8.1.2 Vendor's Qualifications (Section A)

County's review will include the following:

8.1.2.1 Vendor's Background and Experience as provided in Section A.1 of the SOQ.

8.1.2.2 Vendor's References as provided in Section A. 2. The review will include verification of references submitted, a review of the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.

8.1.2.3 A review to determine the magnitude of any pending litigation or judgments against the Vendor as provided in Section A.3.

8.1.3 Required Forms

All forms listed in Paragraph 8.4.3 (Required Forms) must be included in Section B of the SOQ.

8.1.4 Proof of Insurability

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

8.1.5 Proof of Licenses

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

8.2 Selection/Qualification Process

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

8.3 Master Agreement Award

Vendors who are notified by the Department that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Master Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to the Department's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

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

9.0 PROTEST PROCESS OVERVIEW

9.1 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E (Solicitation Requirements Review (SRR) Request) to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

- 9.1.1** The request for a SRR is made within the time frame identified in the solicitation document (within ten (10) business days of issuance of the solicitation document and each subsequent addendum release);
- 9.1.2** The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a SOQ;

9.1.3 The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

9.1.4 The request asserts that either:

9.1.4.1 application of the Minimum Mandatory Requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,

9.1.4.2 due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

The SRR will be completed and the Department's determination will be provided to the requesting person or entity, in writing, within a reasonable time.

9.2 Disqualification Review

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

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

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

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

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

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

APPENDIX A

STATEMENT OF WORK

AS-NEEDED TECHNICAL STAFFING SERVICES

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1.0 SCOPE OF WORK

The Department of Registrar-Recorder/County Clerk (Department) requires the services of Contractors for the placement of Contractor staff to perform As-Needed Technical Staffing Services on a temporary basis in the Department's headquarters and/or other designated work locations throughout the County of Los Angeles (County) prior to, during, and after an election. Assignment durations will range for a period of not to exceed ninety (90) days per Government Code 31000.4, with shifts to include day, evening, and/or night hours, as applicable, as well as weekdays, weekends, and holidays, and may require overtime that will be coordinated with the County Technical Staffing Services Project Manager or designee for each assignment.

2.0 WORK ORDER PROCESS

The Department requires the services of Contractor to provide placement of temporary Contractor staff for an array of temporary work assignments to various bureaus and facilities within the County. Temporary Contractor staff shall be used for any peak load, temporary absence, or emergency other than labor disputes. Temporary Contractor staff may be referred to as "Contractor staff" or "assigned staff" from time to time.

2.1 Upon determination by County to request temporary Contractor staff services, it is County's intent to issue a Work Order to all Active Contractors. However, based on the needs of the County, the Department has the sole discretion to issue a Work Order to any and all of the Active Contractors at any time.

2.2 Work Order Process

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

2.2.1 Work Orders shall be issued to Active Contractors. The County may issue the same number of work orders as there are Active Contractors on Master Agreement #19-003 For As-Needed Temporary Staffing Purposes (MA) per election cycle depending on the size and scope of the project.

2.2.2 Work Orders shall contain the following:

1. Contractor's Name
2. Work Order Number
3. Tentative Start Date and End Date (Election Period)
4. Service Classification
5. Number of Temporary Contractor Staff Required
6. Assignment Work Schedule
7. Assignment Duration
8. Assignment Description Summary
9. Special Requirements (e.g., multilingual, driving, etc.)
10. Work Location & Orientation Location
11. Date Work Order Section I is Due from Contractor

2.2.3 Contractor must respond within three (3) calendar days of Work Order issuance if the Work Order can be fulfilled in full or partially.

2.2.4 Department will provide the listed documents to the Contractor:

- Contractor Staff Information and Roster
- Applicable Department Policies
- Exhibit G2 Master Agreement Work Order As-Needed Technical Staffing Services
- Exhibit H1 Certificate of Employee Status,
- Exhibit H2 Certification of Non-Conflict of Interest,
- Exhibit H3 Contractor Acknowledgment and Confidentiality Agreement

Upon receipt of the documents listed above, Contractor has one (1) business day to acknowledge receipt of documents and fourteen (14) business days prior to the Work Order start date to provide a list of names of Contractor staff available to perform services under the Work Order.

2.2.5 Failure of Contractor to provide a written response and provide the required documentation within the specified timeframe listed in the Work Order, shall disqualify Contractor for that specific Work Order.

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

2.3 Exceptions by County

County Technical Staffing Services Project Manager may select an additional Active Contractor as “on-call” to provide an alternative plan to the selected Active Contractor(s) in the case that the selected Active Contractor is incapable of providing the required job classification in fulfillment of Department’s Work Order requirements.

3.0 SPECIFIC WORK REQUIREMENTS

As a result of the County's' new technologically advanced voting system and the increase in the number of days in which County voters are able to vote pursuant to the California Voter's Choice Act, the Department is seeking qualified Vendors to enter into the MA with the County, to provide the Department with technical support workers for technical setup, technical deployment, daily technical support, and takedown of technical equipment at various locations throughout the County.

Vendors may seek to qualify in one or more of the following classifications of temporary technical staffing services. The County reserves the right to add and/or delete Service Classifications of temporary technical staffing services throughout the term of the MA.

3.1 Warehouse Technical Support

Positions allocated to this intermediate level class will be responsible for testing, staging, preparing, loading and tracking voting equipment and devices in preparation for deployment to Vote Centers (VCs) throughout the County. This is a designated sensitive

position for background investigation and security purposes. This position will work under an assigned supervisor on a variety of assignments essential to conducting election functions of the Department. Typical duties include, but are not limited to:

- Opening boxes, unpacking devices, and assembling devices in preparation for testing;
- Performing setup/configuration of all printers, laptops, Ballot Marking Devices (BMDs), ePollbooks, and networking equipment;
- Assembling voting equipment and devices;
- Loading data load through wireless (ePollbook) and cabled (BMD) connections;
- Performing acceptance testing on BMD devices and carts, such as ensuring the hub in the cart is communicating with the BMD, ensuring doors close and lock, ensuring wheel works, and ensuring drawers open;
- Placing tamper seals on recording the serial number for devices (ePollbook, BMD, and lock on BMD carts);
- Performing manual diagnostic tests (such as printer, audio, and screen tests);
- Performing physical inspection on voting equipment, devices and their cases;
- Preparing voting equipment carts for delivery and packaging peripherals;
- Unloading the voting equipment and devices, scanning into inventory, extracting logs, and sending failed units for repair;
- Unpacking ePollbook devices from their carton, connecting to the County network, loading election software on the devices, then packing loaded and prepared devices into transportation cases;
- Preparing back-up voting supply kits;
- Documenting and tracking the return of voting equipment in multiple Asset Management systems;
- Breaking down all ePollbook, BMD, and other IT devices and packaging for transport;
- Storing voting equipment, peripherals and transportation cases; and
- Management of delivery, inventory, deployment, removal, sanitation and storage of IT supplies and equipment;

- Assisting with the preparation and de-processing of election materials and supplies, which may require loading and unloading;
- Performing a variety of clerical duties pertaining to the elections processes;
- Shifting BMD Carts, BMD Peripheral Carts, Speed Packs, and Dollies with supplies; and
- Cleaning equipment such as BMD Carts, BMD Peripheral Carts, PollPads, BAMs and cases.

These duties will require - at a minimum - the following knowledge, skills, and abilities:

- Ability to perform duties at the level of the County's Physical Class Level -3 Moderate, which includes the ability to stand or walk most of the time, with bending, stooping, squatting, twisting, reaching, working on irregular surfaces, occasional lifting of objects weighing over 25 pounds, and frequent lifting of 10-25 pounds;
- Ability to stand for prolonged periods of time;
- Ability to perform general warehouse skills and adapt to a warehouse environment;
- Ability to push and pull heavy equipment;
- Ability to work individually or as part of a team;
- Ability to work flexible and extended hours;
- Ability to perform intermediate IT activities, such as extracting data logs, loading election data files on devices (.txt files, system images, and audio files), establishing WIFI connectivity, downloading data, and wiping data;
- Ability to troubleshoot system problems; and
- Ability to diagnose and solve hardware or software failures.

Requirements:

EDUCATION

High school diploma or equivalent.

EXPERIENCE

A minimum of three (3) months full-time paid experience configuring, installing, and testing computers and printers.

LICENSE

A valid California Class C Driver's License to carry out job-related essential functions.

3.2 Information Technology (IT) Support Technicians

Positions allocated to this intermediate level class work will be responsible for preparing and taking inventory of technical and election related equipment prior to the election voting period, transporting and deploying equipment to VCs throughout the County, supporting VC operations throughout the voting period via a Call Center or through on-site field support activities, and breaking down and taking inventory of technical equipment once the voting period has ended. This is a designated sensitive position for background investigation and security purposes. This position will work under an assigned supervisor on a variety of assignments essential to conducting election functions of the Department. Typical duties include, but are not limited to:

- Assisting Vote Center staff as needed with IT issues;
- Performing setup, configuration, monitoring and/or troubleshooting of all mobile devices, laptops, printers, BMDs, Uninterruptable Power Supply (UPS) units and ePollbooks;
- Setting up and breaking down all electronic devices – along with cable management - at up to one thousand (1,000) VCs throughout Los Angeles County;
- Packaging election materials, voting equipment and peripherals for transport;
- Transporting election materials, voting equipment and peripherals for VCs;
- Packaging and determining quantities and supplies for the printers, network, mobile devices, laptops and other peripherals;
- Receiving technical support calls and troubleshooting devices;
- Performing Tier 1 support duties at VCs throughout Los Angeles County related to the BMDs, ePollbooks, printers and other devices;
- Creating, monitoring, and resolving tickets in the Department's Incident Management System of Record; and
- Communicating plans, progress, issues and resolutions in a timely manner to customers and management.

These duties will require - at a minimum - the following knowledge, skills, and abilities:

- Ability to perform computer hardware setup and troubleshooting;

- Ability to configure and prepare laptops and mobile devices with the operating system patches and application software;
- Ability to perform cable management and determine the best methods for equipment placement;
- Ability to convey information to non-technical staff;
- Ability to think critically and make decisions based on logical outcomes;
- Ability to operate a cargo van or smaller sized vehicle for prolonged periods of time;
- Ability to locate, execute, and open and close an application/program/system;
- Ability to locate a file, folder, etc. on a computer, network, and online storage;
- Ability to utilize Windows Explorer to locate and open a file or folder;
- Ability to turn on, restart, and shut down a computer, laptop, or mobile device;
- Ability to locate, open, and search a web browser, website, and web link;
- Ability to toggle between applications, programs, and/or systems;
- Ability to follow written and verbal instructions;
- Ability to open, create, save, and modify documents utilizing Microsoft Word;
- Ability to open, compose, send, and receive emails utilizing Microsoft Outlook; and
- Ability to open, create, save, and modify spreadsheets utilizing Microsoft Excel.

Requirements:

EDUCATION

High school diploma or equivalent.

EXPERIENCE

A minimum of three (3) months full-time paid experience configuring, installing, and testing computers and printers.

LICENSE

A valid California Class C Driver's License to carry out job-related essential functions.

EXPERIENCE

Experience with driving a cargo-sized van or smaller vehicle.

EDUCATION

Associate degree or higher in Computer Science, Information Technology, Computer Information Systems or a closely related field is desirable.

3.3 Tally Technical Support

Positions allocated to this entry level class work will be responsible for tallying ballots received throughout the voting period. This is a designated sensitive position for background investigation and security purposes. This position will work under an assigned supervisor on a variety of assignments essential to conducting election functions of the Department. Typical duties include, but are not limited to:

- Preparing ballots to process through tally scanners
 - Validating ballot paper orientation
 - Identifying damaged ballots
 - Operating a paper jogger (to separate and remove static from ballots)
- Operating a Windows based 6400 IBML scanner
 - Loading ballots through the input feeder
 - Unload ballots when scanning is complete
- Operating IBML scanner software
 - Starting scanner
 - Inputting credentials
 - Selecting scan settings
- Troubleshooting scanners
 - Fixing paper jams
 - Handling scan errors
 - Handling printing errors
 - Handling basic hardware troubleshooting (belts, tensions, etc.)

- Handling scanner maintenance
 - Printing configuration
 - Ink cartridge replacement
 - Cleaning scanner (washing belts, wiping sensors and scanner glass, etc.)

These duties will require - at a minimum - the following knowledge, skills, and abilities:

- Ability to stand for prolonged periods of time;
- Ability to work a flexible work schedule;
- Strong communication and customer service skills;
- Organized and detail oriented;
- Ability to work individually or part of a team; and
- Strong problem-solving ability.

Requirements:

EDUCATION

High school diploma or equivalent.

EXPERIENCE

A minimum of three (3) months full-time paid experience configuring, installing, and testing computers and printers.

Desirable Qualifications/Experience:

Prior election experience is desirable.

3.4 Information Technology (IT) Call Center Agents

Positions allocable to this intermediate level class work under the supervision of a higher-level supervisor on an essential assignment for any given election and related election functions of the Department. This is a designated sensitive position for background investigation and security purposes. This position will be allocated to a call center environment and will rely on instructions and pre-established guidelines to identify, research, and resolve technical problems presented through the Voting Solutions For All People (VSAP) Information Technology (IT) Call Center calls or tickets. Typical duties include, but are not limited to:

- Receiving Tier 0/1 technical support calls and troubleshooting devices with non-technical workers over the phone;

- Creating, monitoring, and resolving tickets in the Department's Incident Management System of Record;
- Troubleshooting, triaging, and resolving calls/tickets related to technical difficulties with devices and systems including the BMDs, ePollbooks, thermal printers, laptops, mobile devices, UPSs and Chain of Custody System;
- Verifying issue resolution on the customer's behalf;
- Verifying with the customer that the issue has been resolved and updating the ticket within the Department's Incident Management System of Record; and
- Communicating plans, progress, issues and resolutions in a timely manner to customers and management.

These duties will require - at minimum - the following knowledge, skills, and abilities;

- Ability to interpret and document critical information completely and accurately;
- Ability to verbally communicate reported information effectively and accurately;
- Ability to perform accurate data entry;
- Ability to handle stressful situations appropriately;
- Ability to perform laptop and printer setup and troubleshooting;
- Ability to think critically and make decisions based on logical outcomes;
- Ability to provide excellent customer service to internal and external customers;
- Ability to work independently in a dynamic environment;
- Working knowledge of Microsoft (MS) and Android operating systems and applications; and
- Ability to sit in front of a monitor for prolonged periods of time.

Requirements:

EDUCATION

High school diploma or equivalent.

EXPERIENCE

A minimum of three (3) months full-time paid experience in a call center environment with knowledge of customer service practices and principles.

Desirable Qualifications/Experience:

EDUCATION AND EXPERIENCE

Graduation from an accredited college or university with an associate degree or higher in Computer Science, Information Systems, or closely related field and two (2) years full-time paid experience troubleshooting IT related issues in call center environment. Graduation from an accredited college or university with a bachelor's degree or higher in Computer Science, Information Systems, or closely related field may be substituted for one (1) year of required experience.

CERTIFICATIONS

Information Technology Infrastructure Library (ITIL), CompTIA A+, Microsoft Certified Professional (MCP), or Help Desk Institute (HDI) certification is desirable.

EQUIPMENT

As part of the Department's business continuity plan, temporary Contractor staff must be able to perform call center work from home in the event of a disaster. The Department will provide a rental laptop and headset; however, the potential staff must provide a reliable internet connection that meets or exceeds the required network speed. Temporary Contractor staff's internet connection must be tested through the Department's Amazon Web Services Connect test portal and pass as a condition of employment.

3.5 Information Technology (IT) Support Technicians – Trainer

Positions allocated to this advanced level class work will be responsible for preparing and conducting staff training courses on VC Process and Procedure, VC Equipment, IT Skills and proper device usage. This is a designated sensitive position for background investigation and security purposes. Candidates for an instructor/trainer position require a combination of in-depth subject-matter expertise and excellent communication and presentation skills. They must be able to explain difficult technical material clearly and patiently to students with varying levels of proficiency. Candidates should be outgoing and comfortable working with diverse groups of people while maintaining professionalism at all times. Typical duties include, but are not limited to:

- Conduct role-specific training on tools and programs each team uses daily;
- Oversee Assistant Trainers and trainees by providing guidance and support;
- Train new staff on proper use of hardware and software; and
- Prepare learning materials and classroom equipment for programs (e.g., VC equipment, projector, screen, etc.).

These duties will require - at minimum - the following knowledge, skills, and abilities:

- Excellent interpersonal and communication skills;

- Ability to apply educational methods to engage trainees (e.g., gamification-based platforms);
- Knowledge of web-based learning platforms and modern educational techniques;
- Ability to evaluate the effectiveness of each educational session;
- Ability to maintain updated records of training curriculum and materials;
- Ability to monitor County policies on computer use and cyber security;
- Excellent organizational, planning, and time management skills; and
- Ability to perform duties at the level of the County's Physical Class Level 3: Moderate lifting. This class designation requires that incumbents stand or walk most of the time, with bending, stooping, squatting, twisting, reaching, working on irregular surfaces, occasional lifting of objects weighing over 25 pounds, and frequent lifting of 10-25 pounds.

Requirements:

EDUCATION

- High School diploma or equivalent
- Certification in Training (e.g., Certified Technical Trainer) or higher

EXPERIENCE

- Proven work experience as an IT Trainer, Technical Trainer, or similar role
- Experience designing technical course material
- Good understanding of corporate computer security principles
- Excellent communication skills with the ability to explain technical terms plainly
- Proficiency of Microsoft Office applications such as PowerPoint, Word, etc.
- Experience of using electronic equipment for training such as projectors, computer, etc.

Desirable Qualifications/Experience:

- Prior election experience
- BSc in Information Technology, Computer Science or relevant field; or higher education

3.6 Information Technology (IT) Support Technicians – Assistant Trainer

Positions allocated to this intermediate level class work will be responsible for assisting in preparing and conducting staff training courses on VC Process and Procedure, VC Equipment, IT Skills and proper device usage. This is a designated sensitive position for

background investigation and security purposes. Candidates for an assistant instructor/trainer position require a combination of in-depth subject-matter expertise and excellent communication and presentation skills. They must be able to explain difficult technical material clearly and patiently to students with varying levels of proficiency. Candidates should be outgoing and comfortable working with diverse groups of people while maintaining professionalism at all times. Typical duties include, but are not limited to:

- Provide assistance to the Trainer;
- Oversee trainees by providing guidance and support;
- Provide coverage when needed in conducting role-specific training on tools and programs each team uses daily;
- Provide coverage when needed in training new staff on proper use of hardware and software;
- Provide coverage when needed in preparing learning materials and classroom equipment for programs (e.g VC equipment, projector, screen, etc.); and
- Perform as lead for hands-on training labs.

These duties will require - at minimum - the following knowledge, skills, and abilities:

- Moderate interpersonal and communication skills;
- Familiarity of educational methods to engage trainees (e.g., gamification-based platforms);
- Knowledge of web-based learning platforms and modern educational techniques;
- Ability to maintain and track inventory records of training equipment and materials;
- Ability to evaluate the effectiveness of each educational session;
- Ability to monitor County policies on computer use and cyber security;
- Moderate organizational, planning, and time management skills; and
- Ability to perform duties at the level of the County's Physical Class Level 3: Moderate lifting. This class designation requires that incumbents stand or walk most of the time, with bending, stooping, squatting, twisting, reaching, working on irregular surfaces, occasional lifting of objects weighing over 25 pounds, and frequent lifting of 10-25 pounds.

Requirements:

EDUCATION

- High School diploma or equivalent; or higher education level

EXPERIENCE

- Proven work experience as an IT Trainer, Technical Trainer, or similar role
- Experience designing technical course material
- Moderate understanding of corporate computer security principles
- Moderate communication skills with the ability to explain technical terms plainly
- Basic knowledge of Microsoft Office applications such as PowerPoint, Word, etc.
- Experience of using electronic equipment for training such as projectors, computer, etc.

Desirable Qualifications/Experience:

- Prior election experience
- Certification in Training (e.g. Certified Technical Trainer) or higher

4.0 HOURS/DAYS OF WORK

- 4.1 The Department will provide a list of County-recognized holidays.
- 4.2 The Department requires the services of Contractors for the placement of temporary Contractor staff in the Department's headquarters and/or other designated locations prior to, during, and after an election during each voting period. Assignment durations will be for a period of not to exceed ninety (90) days per Government Code 31000.4, with shifts that can vary depending on the position and the proximity to an election and include day, evening, and/or night hours, as applicable, as well as weekdays, weekends, and holidays, and may require frequent overtime that will be coordinated with the County Technical Staffing Services Project Manager for each assignment.
- 4.3 Accepted Contractor staff shall be assigned to work at various locations throughout the County as identified on the Work Order and shall be required to work alternative working hours if needed. Working days/hours are generally between Monday through Sunday, from 6:00 A.M. until 12:00 A.M. PT, which consists of multiple shifts, including County recognized holidays. Working hours may vary, depending on the assigned work, work location and days within the election cycle. Under certain circumstances, temporary Contractor staff may be required to work holidays and weekends.

5.0 WORK SCHEDULES

Contractor staff may be assigned to work in an office, warehouse, VC or field work throughout the County, depending on their position and will be responsible for their own transportation to and from assigned training and worksites, which may be located anywhere within the County.

6.0 UNSCHEDULED WORK

- 6.1 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.
- 6.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Statement Of Work (SOW), the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

7.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 7.1 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the MA.
- 7.2 County may increase or decrease the number of facilities and locations for work assignments. All facilities will be located throughout the County. County shall provide the Contractor with any updated Facility Location List before any services are requested.

8.0 RESPONSIBILITIES

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

COUNTY

8.1 Administration

The County will administer the MA according to the MA, Paragraph 6.0, Administration of MA - County. Specific duties will include:

- 8.1.1 Monitoring the Contractor's performance in the daily operation of this MA.
- 8.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 8.1.3 Preparing Amendments in accordance with the MA, Paragraph 8.0 Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.
- 8.1.4 The County shall not provide materials, equipment and/or services necessary to operate this MA except as listed below:
 - The County will provide all office equipment necessary to perform the services described in this MA.
 - In the event the Contractor assigned staff damages County equipment and/or facility by reason of abuse or carelessness as determined by the County, the Contractor will repair or replace as determined by the County, any and all damages to equipment and/or facility within fifteen (15) calendar days. In the event the Contractor

does not repair or replace equipment or damage to the facility, the County will do so and will charge the Contractor for all expenses by deducting such payment from the Contractor's invoice(s).

- Parking for Contractor staff will be provided when available. In the event a work location requires paid parking, the Contractor will be responsible for paying the parking fee. The County is not responsible for paying the parking fee.
- The County is not responsible for any damages to vehicles owned by the Contractor or the Contractor's staff.
- The County will provide vehicles to Contractor staff hired for an assignment that requires driving as a primary function, in order to complete work duties associated with the setup, troubleshooting, and deployment of the equipment to VCs around the County. Otherwise, the Contractor's staff is responsible for providing their own transportation to and from assigned training and work locations.
- The County reserves the right to have the County's Technical Staffing Services Project Manager or designee interview any or all prospective employees of the Contractor.

8.2 Supporting Documentation for Timecards

8.2.1 For security and verification purposes, Contractor assigned staff shall sign in-and-out daily on the County (Requestor of Service) weekly timesheet. Each week the County's supervisor(s) will verify and sign the timesheet which will list all of the Contractor assigned staff per Work Order. The Supervisor shall forward the timesheet(s) to the County Technical Staffing Services Project Manager or designee weekly. The weekly timesheet period shall commence Monday through Sunday.

8.2.2 All Timecards must list the following information:

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

8.3 Furnished Items

- County Election Schedules
- County Election Calendars
- Vehicles for drivers only for driving positions
- Locations of worksites
- All materials/equipment to provide the needed services.

- County shall provide training programs for all new staff and continuing in-service training for all staff as it relates to specialized work assignments.
- All staff shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All staff must wear safety and protective gear according to OSHA standards if needed.

CONTRACTOR

8.4 Project Manager

- 8.4.1 Contractor shall provide a full-time Contractor Project Manager or designated alternate. County must have access to the Contractor Project Manager during normal business hours, Monday through Friday, 8:00 A.M. to 5:00 P.M. PT. Contractor shall provide a telephone number where the Contractor Project Manager may be reached on a twenty-four (24) hours per day basis during an election cycle.
- 8.4.2 Contractor Project Manager shall have a minimum of five (5) years of experience providing placement of temporary staff.
- 8.4.3 Contractor Project Manager shall act as a central point of contact with the County.
- 8.4.4 Contractor Project Manager or their alternate (as approved by the County) shall have full authority to act for Contractor on all matters relating to the daily operation of the MA. Contractor Project Manager or their alternate shall be able to effectively communicate, in English, both orally and in writing.
- 8.4.5 Contractor Project Manager shall monitor and supervise assigned staff's performance and delivery of the required services in conjunction with the County.
- 8.4.6 Contractor Project Manager shall follow-up with the appropriate County Technical Staffing Services Project Manager or designee to ensure the services rendered met the Work Order requirements.
- 8.4.7 Contractor shall provide written notification to County Technical Staffing Services Project Manager or designee prior to any change of Contractor Project Manager and shall comply with the requirements of the MA.

8.5 Contractor Staff

- 8.5.1 Contractor shall provide the most qualified staff for each job or service classification based on education, work experience, certification/license, background, potential abilities, interpersonal skills, and aptitude. If the County determines that the Contractors staff does not meet County needs then the Contractor will provide a replacement within twenty-four (24) hours.
- 8.5.2 Contractor will be required to provide a list of proposed Contractor staff within fourteen (14) days prior to the start of the assignment. If the required

list of Contractor staff is not provided forty-eight (48) hours prior to the start of the assignment, the Department reserves the right to cancel the Work Order with Contractor and procure services from other sources.

- 8.5.3 Contractor shall ensure a sufficient number of staff is available to perform the required work per the Work Order request.
- 8.5.4 Contractor shall be required to conduct background checks for their staff as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the MA.
- 8.5.5 The Contractor shall provide the County's Work Order Director with a current list of staff for each Work Order and keep this list updated throughout the MA period.
- 8.5.6 The Contractor shall ensure assigned staff is eighteen (18) years of age or older to fulfill the required services.
- 8.5.7 Contractor shall be responsible for submitting approved staff timesheets as supporting documentation to the Work Order along with each invoice for payment.
- 8.5.8 Contractor shall abide by the Fair Labor Standards Act (FLSA) and all applicable local, State, and Federal wage and labor laws as they relate to minimum wage, meal periods, rest breaks, overtime pay, recordkeeping and youth employment standards.
- 8.5.9 Contractor shall maintain all employment records for the lifetime for its staff performing services under this MA and in accordance with applicable local, State, and Federal laws.
- 8.5.10 Pursuant to Government Code Section 31000.4, Contractor staff utilized for the temporary services under this MA will be placed in an individual assignment for a maximum period of no more than ninety (90) days at a time. Contractor and County shall work to ensure the County's use of any individual temporary Contractor staff is limited to a period not to exceed ninety (90) days for any single peak load, temporary absence or emergency situation. Any use of an individual temporary Contractor staff exceeding ninety (90) days shall be due to work to be performed in a separate or another peak load, temporary absence or emergency situation, as applicable.
- 8.5.11 Contractor staff assigned to perform MA work shall undergo and pass a Federal Bureau of Investigation (FBI) and California Department of Justice (DOJ) background check at the Contractor's expense to the satisfaction of the County, in accordance with the County of Los Angeles Department of Human Resource's Designation of Sensitive Positions and Conviction History Assessments (Exhibit 3). The County reserves the right to request a copy of the background check of any Contractor staff assigned to perform work with the County under this MA.

- 8.5.12 For positions with a driving requirement, the Contractor must verify that the potential staff has a valid California Driver's License through a current DMV Record Printout. The Contractor must also review the printout to ensure the potential staff meets the restrictions outlined in the DMV Mainframe Driving Record Checklist (Exhibit 4). The County reserves the right to request a copy of the DMV Record Printout of any Contractor's staff assigned to perform work with the County under this MA.
- 8.5.13 Contractor assigned staff must adhere to County's Policy A3-25 - "Appropriate Workplace Attire" Policy and Reference Guide when working in County or County occupied facilities (Exhibit 5).
- 8.5.14 Contractor assigned staff must observe their scheduled working hours.
- 8.5.15 The Contractor's staff will be required to complete an orientation prior to commencing work on a Work Order with the County.
- 8.5.16 Contractor assigned staff shall not bring visitors into any County facilities or assigned worksite under this MA.
- 8.5.17 Contractor assigned staff shall not bring any form of weapons or contraband to County facilities or any assigned worksite.
- 8.5.18 Contractor assigned staff must adhere to County's Policy A3-14- "Drug Free Workplace" (Exhibit 6) and shall not bring any alcohol or drugs or be under the influence of alcohol or drugs when in or on County or County occupied facilities.
- 8.5.19 Contractor assigned staff must adhere to County's Policy Number 809 "Courtesy and Respect In The Workplace" (Exhibit 7) and conduct themselves in a professional manner at all times; shall not cause disturbance in any County facility or County assigned worksite; and otherwise are subject to all rules and regulations of the Department while in the workplace.
- 8.5.20 All Contractor staff performing work under the MA shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the County, the Contractor shall immediately remove any of the Contractor staff from working on this MA. The County reserves the right to bar any of the Contractor staff from performing work on this MA.
- 8.5.21 At the County's request, the Contractor shall immediately remove any Contractor staff who is performing the MA work in an unsatisfactory manner. The County shall not be required to state the reason or otherwise justify its demand. Due to operational demands, the Contractor shall notify the County of the acceptable replacement within twenty-four (24) hours.
- 8.5.22 While at the workplace, Contractor staff shall be subject to all applicable public health orders, mandates, statutes, rules, regulations, protocols,

policies and procedures required by Federal, state, and local authorities, or by the Department.

8.6 Identification Badges

8.6.1 Contractor shall ensure their staff is appropriately identified as set forth in subparagraph 7.4 – Contractor’s Staff Identification, of the MA.

8.7 Materials and Equipment

The purchase of all materials/equipment to provide the Contractor’s needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the staff.

Contractor shall provide and maintain, at the Contractor’s sole expense, all of Contractor’s working materials/documents including, but not limited to, forms, Contractor’s timesheets, and any payroll or timekeeping systems.

8.8 Transportation

Contractor staff is responsible for their own transportation to and from the assigned worksite. County vehicles will be provided for some driving assignments, but the vehicles may not be used for personal use or commuting to or from the worksite.

8.9 Training

8.9.1 Contractor shall provide training programs for all new staff and continuing in-service training for all staff.

8.9.2 All Contractor staff shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All assigned staff must wear safety and protective gear according to applicable state and federal safety requirements, including Cal/OSHA standards.

8.10 Pre-Screened Contractor Staff

8.10.1 Contractor shall pre-screen and qualify all Contractor staff assigned to provide services under a Work Order. Documentation of the pre-screened Contractor staff must be on Contractor’s letterhead/stationary. Contractor shall attach pre-screened documentation of the staff as described in Exhibit G1 of the Master Agreement.

8.10.2 Any expense associated with performing the pre-screening of Contractor staff shall be at the expense of Contractor, regardless if Contractor staff is accepted or not by Department.

8.10.3 Contractor shall complete Section I of the Work Order and return to the County Technical Staffing Services Project Manager or designee with the attached pre-screen documentation and Exhibits G1, G2, and G3 before Work begins,

of the Master Agreement for each staff assigned to the Work Order, no later than the date indicated on Exhibit G1 of the Work Order.

8.11 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 P.M. to 5:00 P.M. PT, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the MA. When the office is closed, an answering service shall be provided to receive calls and be able to forward calls to the Contractor Project Manager(s). **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

9.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the MA. The plan shall be submitted as part of the proposal. An updated copy must be provided to the County Master Agreement Project Director within two (2) weeks of the MA start date and as changes occur. The original plan and any future amendments are subject to County review and approval and shall include, but is not limited to, the following:

- 9.1 Method of monitoring to ensure that MA requirements are being met. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes acceptable.
- 9.2 A record of all inspections and reviews conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.
- 9.3 The methods for ensuring uninterrupted service to the County in the event of a strike of the County's or the Contractor employees or any other unusual occurrence (i.e., power loss or natural disaster) which would result in the Contractor being unable to perform contracted work.
- 9.4 The methods for maintaining security of records, and the methods for preventing the loss or destruction of data.

10.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this MA using the quality assurance procedures as defined in this MA, Paragraph 8.0, Standard Terms and Conditions, Paragraph 8.15, County's Quality Assurance Plan.

10.1 Meetings

Contractor is required to attend scheduled meetings as requested by the County to discuss service levels and/or Contractor's performance under the MA or Work Order. Failure to attend will cause an assessment of \$100 dollars per meeting.

10.2 Master Agreement Discrepancy Report (Exhibit J of Appendix C)

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

The County Master Agreement Project Director will determine whether a formal Master Agreement Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Master Agreement Project Director within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Master Agreement Discrepancy Report shall be submitted to the County Master Agreement Project Director within seven (7) business days.

10.3 County Observations

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

11.0 GREEN INITIATIVES

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

11.2 Contractor shall notify County's Technical Staffing Services Project Manager of Contractor's new green initiatives prior to the MA commencement or during MA term.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements Summary (PRS) chart, Exhibit 6 of Appendix A1 Statement of Work (Technical Staffing Services), lists required services that will be monitored by the County during the term of this MA and is an important monitoring tool for the County. The chart should:

- Reference section of the MA
- List required services
- Indicate method of monitoring; and
- Indicate the deductions/fees to be assessed for each service that is not satisfactory.

All listing of services used in the PRS are intended to be completely consistent with the MA and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the MA and the SOW. In any case of apparent inconsistency between services as stated in the MA and the SOW and the PRS, the meaning apparent in the MA and the SOW will prevail. If any service apparently

identified or created in the PRS is not clearly and forthrightly set forth in the MA and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

A standard level of performance will be required of the Contractor for the required services. The PRS summarizes the required services, performance standards, maximum allowable deviation for the standards, methods of surveillance to be used by the County, and liquidated damages to be imposed for unacceptable performance. The County will evaluate the Contractor's performance under this MA using the quality assurance procedure specified in the PRS, or other such procedures as may be necessary to ascertain Contractor compliance with this MA. Failure of the Contractor to achieve this standard can result in an assessment of liquidated damages against the Contractor's payment as determined by the County.

When the Contractor's performance does not conform to the requirements of the MA, the County will have the option to apply the following non-performance remedies:

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

APPENDIX A

STATEMENT OF WORK EXHIBITS AS-NEEDED TECHNICAL STAFFING SERVICES

WORK ASSIGNMENTS AND LOCATIONS TIMELINE

Position	Duration (est.)	Hours of Operation (estimated)	Overtime Weekends may be required?	Location	Number of Personnel Needed (approximately)
Warehouse Technical Support	4 months to 8 months	8:00 A.M. to 5:00 P.M. Pacific Time (PT) Monday through Friday	Yes	EOC or Transitional Facility	up to 120
IT Support Technicians	2 months to 4 months	7:00 A.M. to 7:00 P.M. Pacific Time (PT) Monday through Sunday (multiple shifts)	Yes	RR/CC or Any Vote Center location in Los Angeles County	up to 350
Tally Technical Support	1 month to 2 months	7:00 A.M. to 12:00 A.M. Pacific Time (PT) Monday through Sunday (multiple shifts)	Yes	Tally Operations	up to 50

Headquarters

County of Los Angeles Registrar-Recorder/County Clerk (RR/CC)
12400 Imperial Highway
Norwalk, CA 90650

Warehouse(s)

Registrar-Recorder/County Clerk Election Operations Center (EOC)
12680 Corral Place
Santa Fe Springs, CA 90670

Transitional Facility
12100 Rivera Road
Whittier, CA 90606

Tally Operations

9320 Imperial Highway
Downey, CA 90242

TO:**FROM:****DATES:****Prepared:** _____**Returned by Contractor:** _____**Action Completed:** _____**DISCREPANCY PROBLEMS:** _____

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

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

Signature of County Representative_____
Date**COUNTY ACTIONS:** _____

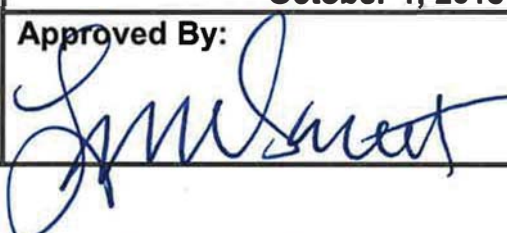
_____**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____



County of Los Angeles
Department of Human Resources
POLICIES, PROCEDURES, AND GUIDELINES

Subject: DESIGNATION OF SENSITIVE POSITIONS AND CONVICTION HISTORY ASSESSMENTS	Policy Number: 514	Pages: 14
	Effective Date: October 1, 2018	
	Approved By: 	

PURPOSE

Los Angeles County (County) is a *Fair Chance* employer. The purpose of this policy and procedure is to provide guidelines to departments regarding access to conviction history information in connection with employment and placement in sensitive positions.

Unless an exemption applies, applicants, which includes persons applying for employment with the County and current employees applying for a different position within the County will not be asked to provide conviction history information until **after** a department has made a conditional offer of employment. This policy and procedure provides guidance to departments regarding how an applicant's conviction history information is obtained and considered in the hiring process after an applicant has received a conditional offer of employment.

BACKGROUND

On November 10, 1998, the Board adopted a resolution allowing the Director of Personnel and each appointing authority to access local and State summary conviction history information for employment purposes for individuals working in sensitive positions.

On November 25, 1998, the Department of Human Resources (DHR) issued policy and procedures to implement the Board's resolution and provided guidelines on the designation of sensitive positions.

On August 4, 2009, the Board approved a new resolution providing the authority to expand State and local-level access to summary conviction history information to the federal level for employment purposes including volunteers and contract personnel.

**Subject: Designation of Sensitive Positions
and Conviction History Assessments****Policy Number: 514
Effective Date: October 1, 2018**

On September 15, 2009, the California Department of Justice (DOJ) approved the County's authority to access local, State, and federal-level conviction history information for employment purposes in accordance with Penal Code Section 11105. The expanded provision for federal-level review was first implemented for executive-level employment applicants and employees.

On March 12, 2013, the Board approved an expansion of the County's conviction background check program to include a federal-level review for all current and prospective employees and designated volunteers and contract personnel in sensitive positions. The implementation and completion of the new Live Scan requirement will be the responsibility of each department.

On July 11, 2017, the Board approved a motion to adopt a Fair Chance Ordinance which would require the development of a Fair Chance Review Process to be implemented by all departments prior to taking an adverse employment action against applicants who have prior conviction history. This policy provides procedures and guidance regarding the review process.

Effective January 1, 2018, the Legislature added Section 12952 to the Government Code, which regulates an employer's ability to make hiring decisions based on an applicant's conviction history, and repealed Section 432.9 of the Labor Code. This policy provides procedures and guidance so departments can properly comply with this section of the Government Code.

POLICY

The County is authorized to access local, State and federal-level summary conviction history information from the DOJ and FBI for purposes of employment in sensitive positions, including placement of volunteers and contract personnel. Fingerprinting for the background check will be conducted using Live Scan to capture and electronically transmit fingerprints to the DOJ and the FBI.

Departments shall not place a person in a sensitive position if the person has been convicted of a felony or a misdemeanor, except that such conviction may be disregarded if, after conducting an individualized assessment, it is determined that there are mitigating circumstances or the conviction is not related to the position and poses no threat or risk to the County or public.

Further, departments shall consider as sensitive any position involving duties which pose a potential threat or risk to the County or to the public when performed by persons who have a conviction history incompatible with those duties, whether those persons are employees of the County employees, volunteers, or perform those services pursuant to contract.

**Subject: Designation of Sensitive Positions
and Conviction History Assessments****Policy Number: 514
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Unless an exemption applies as detailed below, it is an unlawful employment practice for the County or any of its departments to do any of the following:

- Require an applicant to complete a "Candidate Conviction History Questionnaire" (CCHQ) or similar form¹, or otherwise include on any application for employment any question seeking the disclosure of an applicant's conviction history, before making a conditional offer of employment to an applicant.
- Inquire into or consider the conviction history of an applicant before a conditional offer of employment has been made to the applicant.
- Consider, distribute, or disseminate information about an arrest not followed by a conviction, except in circumstances as permitted in Labor Code Section 432.7.
- Inquire, consider, distribute, or disseminate information about an applicant's referral to, or participation in, a pretrial or post trial diversion program.
- Inquire, consider, distribute, or disseminate information regarding convictions which have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law.
- Interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under Government Code Section 12952.

Exemptions

This policy does not apply to positions for which a department is otherwise required by law to conduct a conviction history background check or to positions where the County is required by any local, State, or federal law to restrict employment based on criminal history. Such positions include, but are not limited to, positions within a criminal justice agency, as the term is defined by Penal Code Section 13101; or positions involving access to or care of children per Welfare and Institutions Code 16501. With regards to these positions, departments may continue to ask for conviction history information on the employment application form.

GUIDELINES**Positions Subject to Background Checks**

Local, State, and federal conviction history background information must be secured for new hires, rehires, reinstatements, current employees who transfer or are promoted to sensitive positions, as well as volunteers and contract personnel placed in sensitive positions. The following may be used as a guide to help determine when employees, applicants, volunteers, or contract personnel must be fingerprinted:

¹ While the use of a CCHQ or similar form is not prohibited if used *after* a conditional offer of employment has been made to an applicant, such forms are neither required nor recommended for use and have been eliminated from the Live Scan and background check process.

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- Applicants for unclassified executive positions (Department Heads, Departmental Human Resources Managers [DHRMs], and other executive positions in the DHRM's chain of command such as Administrative Deputy and Chief Deputy Director) will have local, State, and federal conviction background checks performed by DHR prior to appointment.
- All other current and prospective employees shall undergo the existing conviction background check process for local, State, and federal summary conviction history information.
- For promotional appointments, a new Live Scan shall be conducted on employees who have not previously received a Live Scan and/or do not have an active record with the DOJ in the promoting department.²
- For interdepartmental transfers, a new Live Scan of the employee shall be conducted, in order for the new department to receive *Subsequent Arrest Notifications* (An interdepartmental transfer refers to the change of an employee from a position in one department to another position in a different department pursuant to Civil Service Rule 15.02, *Interdepartmental transfers*).²
- For intradepartmental reassignments and transfers, the employee does **not** need a Live Scan again if the employee previously received a Live Scan and has an active record with the DOJ. However, the department must conduct a new evaluation if the employee has a conviction history to determine job suitability by comparing the nature of the offense(s) in relation to the duties of the new position.²
- Recurrent employees who are not on a reemployment list and temporary recurrent employees who work for the County on an ongoing basis shall receive a Live Scan.
- Volunteers and contract personnel subject to the conviction background check process, including the need for a Live Scan, are those who have sensitive position assignments in County facilities or sensitive positions outside, such as positions having remote access to medical and conviction information via electronic means.
- Volunteers and contract personnel who do not fall into designated sensitive positions do not need a Live Scan, unless otherwise required or necessary due to the proximity or risk to the public (e.g., public parks). Such non-sensitive positions may include contracts that relate to commodity agreements (e.g., supplies, equipment acquisitions, and deliveries), office equipment repair, short-term and/or supervised consultant or professional services (e.g., training), construction or Job Order Contracting, and facilities services (e.g., landscaping, pest control, asbestos abatement, and waste removal).

² Currently, no *Subsequent Arrest Notifications* are available from the FBI. Should a department require current FBI conviction history information for employees changing jobs, a new Live Scan would be necessary.

**Subject: Designation of Sensitive Positions
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Effective Date: October 1, 2018****Exempt Positions:**

- Compensated election personnel who work less than three (3) days per election.
- Minors under the age of 14; and at the discretion of the appointing power, minors 14 years of age and older who work under constant supervision of a permanent County employee.
- All volunteers who work less than three (3) days for each event or period of service.
- Elected officials.

Designation of Sensitive Positions

All departments shall maintain a list of all positions, volunteers, and contract personnel designated for conviction background checks for periodic review by DHR. To assist departments, DHR has established the following categories based on positions with similar work functions:

- Positions involving the care, oversight, or protection of persons through direct contact with such persons (e.g., Children's Social Worker, Home Nursing Attendant, Lifeguard, Juvenile Crew Instructor, Clinic Driver, Deputy Public Guardian).
- Positions with direct or indirect access to funds or negotiable instruments (e.g., Assistant Deputy Director, Chief Investment Officer, Finance Manager, Portfolio Manager, Deputy Purchasing Agent, Cashier).
- Positions requiring state and/or professional licensing (e.g., Attorney, Physician, Registered Nurse, Certified Public Accountant, Pharmacist, Physical Therapist).
- Positions involving public safety and/or law enforcement (e.g., Deputy Sheriff, Safety Police Officer, Probation Officer, Public Health Investigator, Environmental Health Specialist).
- Positions with access to or charge for drugs or narcotics (e.g., Pharmacist, Pharmacist Technician, Pharmacy Helper, Physician, Registered Nurse).
- Positions with access to confidential or classified information including conviction information (e.g., Departmental Human Resources Manager, Welfare Fraud Investigator, Psychiatric Social Worker).
- Positions involving the care, oversight, or protection of County, public, or private property (e.g., Estate Property Custodian, Golf Course Manager, Warehouse Worker).

**Subject: Designation of Sensitive Positions
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Additional Categories

Each appointing authority may establish additional categories of sensitive positions based on this policy, with the approval of the Director of Personnel.

The following information is required to be submitted upon request to the Director of Personnel on all mandatory sensitive positions:

- Listing of all classifications
- Organizational unit where such positions work
- Documentation regarding prior approval

The following information is required to be on file with the DHRM of the department for each position:

- Title of position
- Duties of position
- Offenses which are incompatible with the responsibilities of the position
- A description of the relationship between the offenses and job performance adequate to justify securing conviction records

Compliance with these procedures is subject to audit by the DOJ and DHR. DHR will assist departments with any questions regarding confidentiality and security of conviction information. Any questions regarding policies and procedures on placing persons in sensitive positions should be referred to DHR's Central Live Scan Unit.

Potentially Disqualifying Job-Related Offenses

The following listing of offenses are those, which under certain conditions, may be incompatible with specific work functions. These lists shall be used as a guideline to help determine which offenses are related to the duties of sensitive positions.

1. Function – Care, Oversight, or Protection of Persons Through Direct Contact with Such Persons

- | | | |
|--|------------------------------|----------------|
| • Assault | • Drug or Narcotics Offenses | • Embezzlement |
| • Forgery | • Fraud | • Homicide |
| • Intoxication | • Kidnapping | • Manslaughter |
| • Receiving Stolen Property | • Robbery | • Theft |
| • Human Trafficking | | |
| • Sex Offenses Involving Victims (e.g., Rape, Child Molestation) | | |

2. Function – Direct or Indirect Access to Funds or Negotiable Instruments

- | | | |
|-----------------------------|----------------|-----------|
| • Bribery | • Embezzlement | • Forgery |
| • Fraud | • Theft | • Robbery |
| • Receiving Stolen Property | | |

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3. Function – Requirement of State and/or Professional Licensing

Violation of any certification or licensing provisions relating to duties of the position in question may also be the basis for disqualification.

4. Function – Public Safety or Law Enforcement

- Assault
- Drug or Narcotics Offenses
- Embezzlement
- Forgery
- Fraud
- Homicide
- Intoxication
- Kidnapping
- Robbery
- Human Trafficking
- Theft
- Sex Offenses Involving Victims (e.g., Rape, Child Molestation)

5. Function – Access to or Charge for Drugs or Narcotics

- Drug or Narcotics Offenses
- Embezzlement
- Forgery
- Fraud
- Robbery
- Theft
- Receiving Stolen Property

6. Function – Access to Confidential or Classified Information Including Conviction Information

- Extortion
- Forgery
- Fraud
- Perjury
- Receiving Stolen Property
- Robbery
- Theft

7. Function – Charge of or Access to County, Public, or Private Property

- Embezzlement
- Receiving Stolen Property
- Robbery
- Theft

Hiring Standards

After making a contingent offer of employment, please refer to the “Steps Involved When Conducting Conviction History Assessments” in the “Procedures” section below. If conviction history exists, departments must conduct an individualized assessment regardless of the type of conviction. As such, no conviction is automatically disqualifying without first conducting an individualized assessment. The assessment should examine whether the conviction history has a direct or adverse relationship with the specific duties of the job applied for, and must consider potential mitigating factors, including, but not limited to, evidence and extent of rehabilitation, and the time that has passed since the criminal conviction.

A verified conviction for workers’ compensation fraud or human trafficking would be disqualifying after the initial and reassessment is made per the procedures below, but departments should first consult with County Counsel to confirm that the specific conviction is indeed covered under County Code 5.12.110, *Disqualification from County Employment*.

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An individualized assessment must be conducted prior to the effective date of appointment. The appointment shall be after a conditional offer of employment has been extended to the applicant, contingent upon the results of a background check and medical evaluation (where required). No new employee may begin employment, nor may any current employee's promotional appointment be considered final until the results of the background check are obtained and reviewed by the appropriate hiring authority. All new contract personnel and volunteers may not begin their assignments until the results of the background check are obtained and reviewed by the appropriate persons or entities.

Persons with convictions may still be placed in a sensitive position for which they qualify. Each case should be individually assessed and evaluated based on the following criteria:

- Nature and gravity of the conviction;
- Time that has passed since the conviction and completion of sentence;
- The facts or circumstances surrounding the conviction;
- Nature of job held or sought;
- The number of offenses for which the individual was convicted;
- Evidence showing the applicant performed similar type of work after the conviction with no known incidents of additional criminal conduct;
- The length and consistency of employment history before and after the conviction;
- Evidence of rehabilitation (e.g., education, training, or other evidence of rehabilitation) by the applicant;
- Employment or character references and any other information regarding fitness for the particular position;
- Evidence challenging accuracy of the conviction history report that forms the basis for rescinding a conditional offer of employment; and
- The level of potential risk and impact posed to the department, the County, and members of the public based on the individual's documented conviction history when compared to mitigating factors.

PROCEDURES

Steps Involved When Conducting Conviction History Assessments

Departments shall use the *Individual Conviction Assessment/Reassessment Form* (Attachment A), developed by DHR, for details on how to perform and document conviction history assessments.

The following are steps involved in the review of conviction history (please refer to flow chart in Attachment B):

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1. After making contingent job offer, schedule candidate/volunteer/contract personnel, for Live Scan.
2. Conduct Live Scan.
3. Review Criminal Offender Record Information (CORI) and initiate an individualized conviction history assessment utilizing the *Individual Conviction Assessment/Reassessment Form*. If the CORI reveals that the individual does not have a conviction history, proceed with established hiring procedures. If the CORI reveals that the individual has a conviction history, proceed to step 4.
4. Obtain and review court records for all conviction history information reported on the CORI. Please note: In accordance with PPG 120, with limited exceptions, departments cannot consider convictions which have been exempted by a valid court order, or judicially dismissed or pardoned pursuant to law. This includes, but is not limited to, Penal Code Sections 1203.4, 1203.4(a), 1203.45 and 1210.1. Court records do not need to be certified to make job suitability determinations unless the department plans to take administrative action or an individual challenges an employment decision.
5. Conduct an individualized assessment utilizing the *Individual Conviction Assessment/Reassessment Form* (Attachment A). Incorporate departmental and County hiring standards in policy when conducting the assessment. If the assessment reveals that the individual's conviction history does not provide a basis for rescinding a conditional offer of employment, proceed with established hiring procedures. If the individualized assessment reveals that the individual's conviction history may result in a rescission of a conditional offer of employment, proceed to step 6.
6. Expeditiously send the individual a Notice of *Preliminary Decision to Rescind Conditional Employment Offer Based on Disqualifying Convictions* (Attachment C). The letter must contain the following:
 - a. Notice of the disqualifying conviction(s) that form the basis for the preliminary decision to rescind the conditional job offer;
 - b. A copy of all conviction information used as the basis to disqualify the applicant (CORI, Minute Orders, etc.); and
 - c. An explanation of the applicant's right to respond to the preliminary notice before the preliminary decision becomes final and the deadline for responding. The explanation shall inform the applicant that the response may include submission of evidence challenging the accuracy of the conviction history report that was the basis for rescinding the offer, evidence of rehabilitation or mitigating circumstances, or both. To assist the individual, the department should include a sample response form letter (see attachment "D").

The *Notice of Preliminary Decision to Rescind Conditional Employment Offer Based on Disqualifying Convictions* must allow the individual at least five (5) business days from the date of the notification to respond before the department makes a final

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determination. If, within the five (5) business days, the applicant notifies the department of her/his intent to dispute the accuracy of the criminal conviction information used as the basis for the preliminary decision to rescind the offer and that she/he is taking specific steps to obtain evidence supporting that assertion, the department shall provide an extension of an additional five (5) business days for the applicant to respond to the notification.

Steps Involved When Conducting Conviction History Reassessments

7. If an applicant submits additional information in response to the *Notice of Preliminary Decision to Rescind Offer Based on Disqualifying Convictions*, the department must consider the information and conduct an individualized reassessment of any information received from the applicant. The reassessment must include a review of any evidence submitted. A reassessment must be conducted based on the totality of the facts and circumstances, including the conviction history information gathered by the department, evidence challenging the accuracy of the conviction history information, and evidence of rehabilitation or mitigating circumstances.

If the reassessment does not result in a rescission of a conditional offer of employment, send the *Notice of Restoration of Conditional Employment Offer* (Attachment E) and proceed with established hiring procedures. If the reassessment results in a decision to rescind a conditional offer of employment, proceed to step 8.

If an applicant does not submit a written response within the allotted time and does not request additional time for such a response, the Department can proceed with a final decision to rescind the conditional offer of employment as noted in step 8.

If this assessment is due to a subsequent arrest or conviction of an existing employee, a review and analysis of the individual's County work history should be conducted. Some factors to consider are as follows:

- Work history (positive and negative) as documented in the *Official Personnel File* (e.g., performance evaluations, length of service, prior disciplinary actions, and commendations).
 - Level of responsibility and scope of authority in their current position.
 - Impact on the department's mission and service objectives.
8. Once a final decision has been made to rescind a conditional offer of employment because of an applicant's criminal history, the department must send written notice to the candidate rescinding the conditional offer of employment as detailed in the "Appeal Rights" section.

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For applicants whose conditional offers of employment are rescinded based on conviction history information, their name shall remain on the eligible list or register for consideration to other positions that may have different job nexus criteria. For example, an applicant on an eligible list who is disqualified for a Driving Under the Influence (DUI) conviction for a position that requires driving may still be considered for a position where driving is not an essential function of the position. Although some classifications are shared by several departments, any individualized assessment of an applicant must be conducted based on the specific factors relevant to the position in the hiring department. Since an individualized assessment by one department would not follow the applicant to another department, the applicant's name must remain on the eligible list or register for consideration by other departments.

Appeal Rights

If, after having conducted an individualized reassessment of any information received from an applicant or if no information is received from an applicant after having received notice and sufficient time to submit that information, a department makes a final decision to rescind a conditional offer of employment because of the applicant's conviction history, the department must notify the applicant in writing by utilizing the *Notice of Final Decision to Rescind Conditional Employment Offer Based on Disqualifying Convictions* (Attachment F or G), which includes the following appeal rights language:

If you can show that an error has been made in determining your eligibility based on the conviction history information, you may file an appeal with the Department of Human Resources. The appeal must be in writing and provide specific facts and information, which demonstrate where the error occurred. Any appeal that fails to contain such information will be denied as insufficient. The appeal must be received by the Appeals Program within ten (10) business days from the postmark date on the envelope in which this notice was mailed, or from the date an electronic notification was sent, by using this web address: <https://eappeals.lacounty.gov/dashboard/>. For technical support related to online appeal submissions go to <http://apps.hr.lacounty.gov/eAppeal/>.

Notice Of Right To File A Complaint With DFEH

Any individual who has his or her conditional offer of employment rescinded based on conviction history information must also be notified in writing of his or her right to file a complaint with the California Department of Fair Employment and Housing (DFEH) by utilizing the *Notice of Final Decision to Rescind Conditional Employment Offer Based on Disqualifying Convictions* (Attachment F or G), which includes the following language:

You also have the right to file a complaint with the California Department of Fair Employment and Housing (DFEH). For assistance on how to submit a complaint with DFEH, please visit their website at <https://www.dfeh.ca.gov/complaint-process/> or you may contact them at:

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- Communication Center at (800) 884-1684 or TTY at (800) 700-2320 or California's Relay Service at 711
- Email: contact.center@dfeh.ca.gov
- Mailing address:
 - DFEH Headquarters
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758

Conviction History Assessments Record Keeping

Departments are responsible for maintaining records of all individualized assessments. At a minimum, departmental records should include and track the following metrics:

- Number of preliminary individualized assessments
 - Number of preliminary assessments deemed acceptable
 - Number of preliminary assessments deemed unacceptable
 - Position applied for
 - Convictions
- Number of reassessments
 - Number of reassessments deemed acceptable
 - Position applied for
 - Convictions
 - CORI or Court Record Error
 - Evidence of Rehabilitation Provided
 - Number of reassessments deemed unacceptable
 - Position applied for
 - Convictions
 - CORI or Court Record Error
 - Evidence of Rehabilitation Provided
- Copies of completed Individual Conviction Assessment/Reassessment Forms

Privacy Issues

Penal Code Sections 11105(b)(10) and 13300(b)(10) identify who may have access to conviction history information and under what circumstances it may be released. California law requires conviction information be released only to those persons with a legitimate need to know and only at the time they require such knowledge. Further, unauthorized disclosure of conviction history information is punishable as a crime.

DEFINITIONS

Applicant – Refers to any person who applies for employment, including a current employee applying for a different position within the County.

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Background Check – The act of reviewing both confidential and public information to investigate a person's or entity's history. Background checks are commonly performed by employers to ensure that: (1) an employee is who they say they are, and (2) to determine that the individual does not have a damaging history (such as criminal activity) that may reflect poorly on the County or department.

Criminal Offender Record Information (CORI) – State summary criminal background information identified through fingerprint submission to the DOJ. It is confidential information disseminated to applicant agencies authorized by California statute for the purposes of employment, licensing, certification, and volunteer clearances.

Individualized Assessment – An analysis of whether an applicant's conviction history has a direct and adverse relationship with the specific duties of the job applied for that may justify rescinding a conditional offer of employment.

Live Scan – A computer-based device allowing for the capture of digitized fingerprint images and applicant data, and the electronic transmission of fingerprint images and data to centralized computers at the DOJ.

Summary Criminal History – A list of arrests and convictions provided by the DOJ. Information is added to the summary conviction history any time law enforcement conducts a criminal investigation. The history lists arrest information such as the date, the charges, and the final disposition (what happened). The history also lists all convictions, including the date of the conviction, the charges, the sentence, and whether the crime was a felony or a misdemeanor.

AUTHORITY

- November 10, 1998, Resolution of the Board of Supervisors declaring its intention to provide for the access of conviction history information for employment in sensitive positions.
- August 4, 2009, Resolution of the Board of Supervisors providing authority to expand access to summary conviction history information at the State and local-level to the federal-level for employment purposes.
- March 12, 2013, Board of Supervisors approval regarding the expansion of the conviction background check program to include recommendations from the Live Scan Feasibility Report.
- July 11, 2017, Resolution of the Board of Supervisors to develop a Fair Chance Ordinance establishing guidelines on how to reduce employment barriers to applicants with convictions.
- Appendix 1 of Title 5 of the County Code, Civil Service Rules 6.04 and 6.07.
- California Government Code Section 12952.
- California Labor Code Section 432.7.

**Subject: Designation of Sensitive Positions
and Conviction History Assessments****Policy Number: 514
Effective Date: October 1, 2018**

- California Penal Code Sections: 1203.4, 1203.4(a), 1203.45, 1210.1, 11102.2, 11105, 11105(b)(10), 11105.2(g), 11140, 11142, 11143, 13101, 13300(b)(10).
- California Welfare and Institutions Code section 16501.
- Policy, Procedure, and Guideline 524, *Live Scan Procedures*.

DATE ISSUED/REVIEW DATE

Original Issue Date: Memo issued on November 25, 1998

Review Date: Memo issued on November 2, 2007

Review Date: October 1, 2018



ATTACHMENT A

COUNTY OF LOS ANGELES – DEPARTMENT OF HUMAN RESOURCES **INDIVIDUAL CONVICTION ASSESSMENT/REASSESSMENT FORM**

PART I. PRELIMINARY INDIVIDUAL CONVICTION ASSESSMENT

A. REASON FOR CONVICTION HISTORY ASSESSMENT (Per DHR PPG 514)

- | | |
|---|---|
| ☐ New Hire to Sensitive Position | ☐ Reinstatement to Sensitive Position |
| ☐ Promotion to Sensitive Position | ☐ Volunteer in Sensitive Position |
| ☐ Interdepartmental Transfer to Sensitive Position | ☐ Contract Personnel in Sensitive Position |
| ☐ Intradepartmental Transfer to Sensitive Position | ☐ Subsequent Arrest/Conviction |

B. APPLICANT/EMPLOYEE INFORMATION

Applicant Last Name:		First Name:	
Middle Name:		Date of Birth:	
Employee Number:		Volunteer/Contract Personnel Number:	

C. POSITION INFORMATION

Department Name:		Dept. #:	
Division:		Section:	
Classification Title:		Item #:	
Exam Number:		Date of Conditional Offer:	

D. DOJ RELATED INFORMATION

Date of Live Scan:		Date of DOJ Report:		Date of FBI Report:	
Date DOJ/FBI Results Reviewed:					

E. COURT RECORD INFORMATION

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

If no court documents obtained to verify conviction(s) reported by DOJ/FBI, were the court records:

☐ Archived ☐ Destroyed ☐ Other, Explain: _____

F. PRELIMINARY INDIVIDUALIZED ASSESSMENT

Does the preliminary conviction history information obtained cover/impact any of the "Work Functions" listed below?

- ☐ No, Proceed to Part IV, Final Decision. ☐ Yes, select the offense(s) listed on the DOJ report under the corresponding "Work Function(s)" below, to link the specific aspects of the applicant's conviction history with the "Work Function(s)" of the position.

CONFIDENTIAL INFORMATION

Originated: 11/30/17 Revised: 10/01/18



ATTACHMENT A

COUNTY OF LOS ANGELES – DEPARTMENT OF HUMAN RESOURCES

INDIVIDUAL CONVICTION ASSESSMENT/REASSESSMENT FORM

ASSESSMENT OF WORK FUNCTIONS

☐ **Work Function #1**

Care, Oversight, or Protection of Persons Through Direct Contact with Such Persons (e.g., Physician, Nurse, Clinical Social Worker, etc.).

- | | |
|---|---|
| ☐ Assault | ☐ Manslaughter |
| ☐ Drug or Narcotics Offenses | ☐ Robbery |
| ☐ Embezzlement | ☐ Receiving Stolen Property |
| ☐ Elder/Child Abuse | ☐ Theft |
| ☐ Fraud | ☐ Threat |
| ☐ Homicide | ☐ Weapons Offense |
| ☐ Intoxication | ☐ Sex offenses which involve |
| ☐ Kidnapping | victims (e.g., rape, child |
| | molestation) |

☐ Other (Explain) _____

☐ **Work Function #3**

Requirement of State and/or Professional Licensing (e.g., Registered Nurse, Physician, Optometrist, Pharmacist, Physical Therapist, etc.).

- | | |
|--|---|
| ☐ Assault | ☐ Drug or Narcotics Offenses |
| ☐ Threat | ☐ Weapons offense |
| ☐ Violation of any certification or licensing provisions relating to duties of the position in question may also be the basis for disqualification. | |
| ☐ Other (Explain) _____ | |

☐ **Work Function #5**

Access to or Charge for Drugs or Narcotics (e.g., Pharmacist Tech, Pharmacy Helper, Physician, Registered Nurse, Clinical Pharmacist, etc.).

- | | |
|---|--|
| ☐ Assault | ☐ Robbery |
| ☐ Drug or Narcotics Offenses | ☐ Theft |
| ☐ Embezzlement | ☐ Threat |
| ☐ Forgery | ☐ Weapons Offense |
| ☐ Fraud | |
| ☐ Receiving Stolen Property | |
| ☐ Other (Explain) _____ | |

☐ **Work Function #7**

Charge of or Access to County, Public or Private Property (e.g., Warehouse Worker, Custodian, Materials Manager, Facilities Manager, etc.).

- | | | |
|--|---|----------------------------------|
| ☐ Assault | ☐ Drug or Narcotics Offenses | ☐ Robbery |
| ☐ Embezzlement | ☐ Receiving Stolen Property | |
| ☐ Weapons Offense | | |
| ☐ Theft | ☐ Other (Explain) _____ | |
| ☐ Threat | | |

☐ **Work Function #2**

Direct or Indirect Access to Funds or Negotiable Instruments (e.g., Assistant Deputy Director, Finance Manager, Cashier, etc.).

- | | |
|---|--|
| ☐ Assault | ☐ Robbery |
| ☐ Bribery | ☐ Theft |
| ☐ Drug or Narcotics Offenses | ☐ Embezzlement |
| ☐ Threat | ☐ Weapons offense |
| ☐ Forgery | |
| ☐ Fraud | |
| ☐ Received stolen property | ☐ Other (Explain) _____ |

☐ **Work Function #4**

Public Safety or Law Enforcement (e.g., Environmental Health Specialist, Public Health Investigator, etc.).

- | | | | |
|---|---|---------------------------------------|---------------------------------|
| ☐ Assault | ☐ Robbery | ☐ Embezzlement | ☐ Threat |
| ☐ Drug or Narcotics Offenses | ☐ Theft | | |
| ☐ Forgery | ☐ Weapons Offense | | |
| ☐ Fraud | ☐ Sex offenses which involve victims (e.g., rape | | |
| ☐ Homicide | child molestation) | | |
| ☐ Intoxication | | | |
| ☐ Kidnapping | ☐ Other (Explain) _____ | | |

☐ **Work Function #6**

Access to Confidential or Classified Information, Including Conviction Information (e.g., Personnel Officer, Systems Analyst, Patient Resources Worker, Eligibility Worker, etc.).

- | | |
|---|--|
| ☐ Assault | ☐ Perjury |
| ☐ Computer crimes | ☐ Receiving Stolen Property |
| ☐ Drug or Narcotics Offenses | ☐ Robbery |
| ☐ Extortion | ☐ Theft |
| ☐ Forgery | ☐ Threat |
| ☐ Fraud | ☐ Weapons Offense |
| ☐ ID Theft | ☐ Other (Explain) _____ |

CONFIDENTIAL INFORMATION

Originated: 11/30/17 Revised: 10/01/18

Developed by the County of Los Angeles - Department of Human Resources



ATTACHMENT A

COUNTY OF LOS ANGELES – DEPARTMENT OF HUMAN RESOURCES
INDIVIDUAL CONVICTION ASSESSMENT/REASSESSMENT FORM

ADDITIONAL INDIVIDUALIZED ASSESSMENT FACTORS

G. Gravity of the offense(s).

Applicant / Employee Was:

- | | |
|--|---|
| ☐ Incarcerated | ☐ Suspended Sentence |
| ☐ Placed on probation | ☐ Granted certificate of Rehabilitation (date) _____ |
| ☐ Fined \$ _____ | ☐ Pardoned (date) _____ |
| ☐ Community Service | ☐ Other _____ |

H. Recency of the offense(s). Use the information below to identify the particular facts and circumstances of each conviction that is linked to the "Work Functions" of the **position**.

Date of conviction (mm/dd/yyyy): _____

Length of time since successful completion of the sentence: ____ year(s) ____ month(s) ____ day(s)

Length of time since the offense or conduct occurred: ____ year(s) ____ month(s) ____ day(s)

I. Extent of conviction record.

Was the offense/conviction a single incident? ☐ Yes ☐ No

-OR-

Were there numerous similar incidents/convictions? ☐ Yes ☐ No

PART II. PRELIMINARY ASSESSMENT DECISION

Acceptable

- ☐ No Job Nexus. Mail **Formal Job Offer** letter.
- ☐ No Job Nexus. Provide written notice informing existing employee of suitability for continued employment.
- ☐ Job Nexus exists, but mitigated by other relevant factors. Mail **Formal Job Offer** letter.
- ☐ Job Nexus exists, but mitigated by other relevant factors. Provide written notice informing existing employee of suitability for continued employment.

Unacceptable

- ☐ Job Nexus exists for applicant. Mail **Letter Intending to Rescind Conditional Offer of Employment**.
- ☐ Job Nexus exists for current employee – *Contact DHR Civil Service Advocacy Division and/or County Counsel's Labor & Employment Division for consultation on further administrative action required, if any.*

CONFIDENTIAL INFORMATION

Originated: 11/30/17 Revised: 10/01/18



ATTACHMENT A

COUNTY OF LOS ANGELES – DEPARTMENT OF HUMAN RESOURCES

INDIVIDUAL CONVICTION ASSESSMENT/REASSESSMENT FORM

PART III. REASSESSMENT (WRITTEN RESPONSE INFORMATION)

Date of Letter Intending to Rescind Contingent Employment Offer (mm/dd/yyyy): _____

Did Applicant / Employee Respond Timely? ☐ Yes ☐ No

Date of Response (mm/dd/yyyy): _____

Evidence challenging the accuracy of the conviction history report:

Evidence of rehabilitation or mitigating circumstances:

Date Reassessment Completed (mm/dd/yyyy): _____

PART IV. FINAL DECISION

Acceptable

- ☐ No Job Nexus. Mail **Letter of Final Determination** to Applicant.
- ☐ No Job Nexus. Provide written notice informing existing employee of suitability for continued employment.
- ☐ Job Nexus exists, but mitigated by other relevant factors. Mail **Letter of Final Determination** to Applicant.
- ☐ Job Nexus exists, but mitigated by other relevant factors. Provide written notice informing existing employee of suitability for continued employment.

Unacceptable

- ☐ Job Nexus exists and not mitigated by other relevant factors. Mail **Letter Rescinding Contingent Employment Offer**.
- ☐ Job Nexus exists and not mitigated by other relevant factors. Employee is **not** suitable to continue in current position and/or County employment per Civil Service Rule 18.031. (**NOTE:** Contact DHR Civil Service Advocacy Division and/or County Counsel's Labor & Employment Division for consultation on further administrative action required, if any.)
- ☐ Other (Explain) _____

CONFIDENTIAL INFORMATION

Originated: 11/30/17 Revised: 10/01/18



ATTACHMENT A

COUNTY OF LOS ANGELES – DEPARTMENT OF HUMAN RESOURCES
INDIVIDUAL CONVICTION ASSESSMENT/REASSESSMENT FORM

PART V. CERTIFICATION

Human Resources

Analysis and notification of determination to Hiring Manager (e.g., Director, Sr. Manager, Program Head, etc.) made by:

Name & Title Human Resources Division	Telephone Number	Date	Signature

Analysis and determination approved by (Departmental Human Resources Manager or Designee):

Human Resources Manager or Designee	Telephone Number	Date	Signature

Hiring Manager

The Human Resources Division has notified me of their determination:

Executive Level Manager or Hiring Manager (Name & Title)	Facility	Telephone Number	Date	Signature

AUTHORITY

- DHR Policies, Procedures, and Guidelines No. 514
- DHR Policies, Procedures, and Guidelines No. 120
- DHR Policies, Procedures, and Guidelines No. 524
- Civil Service Rule 18
- County Code Section 5.12.110

CONFIDENTIAL INFORMATION

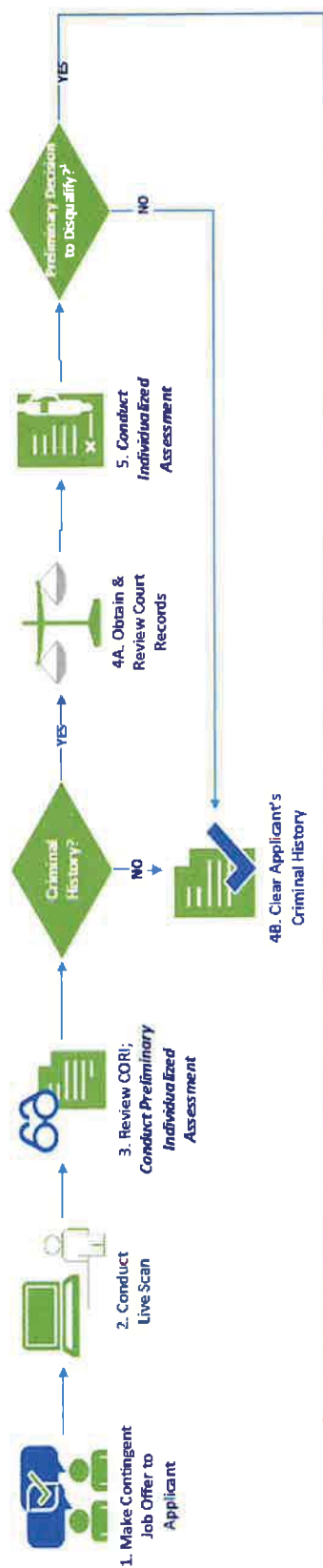
Originated: 11/30/17 Revised: 10/01/18

Developed by the County of Los Angeles - Department of Human Resources

ATTACHMENT B

October 1, 2018

Criminal Background Flowchart – Process

¹Factors to consider should include:

- Nature and gravity of the offense or conduct.
- Time that has passed since the offense or conduct and completion of the sentence.
- Nature of the job held or sought.

²Factors to consider should include:

- Evidence challenging the accuracy of the conviction history report that forms the basis for rescinding the offer.
- Evidence of rehabilitation or mitigating circumstances.

ATTACHMENT C

Department Letterhead

CONFIDENTIAL**NOTICE OF PRELIMINARY DECISION
TO RESCIND CONDITIONAL EMPLOYMENT OFFER
BASED ON DISQUALIFYING CONVICTION(S)**

Date

Candidate Name
XXXX Drive Street
Los Angeles, CA 90010

Dear Mr./Ms. XXXXXX:

The County of Los Angeles Department of XXXXXXXX (Department) intends to rescind the conditional offer of employment you received for the position of _____. This preliminary decision was made after conducting an individualized assessment of your conviction history compared with the duties and responsibilities of the position of _____. The attached conviction history report and court records detail the following conviction(s), which serve as the basis for the Department's preliminary decision to rescind the conditional offer of employment.

- [List conviction(s)]

You have the right to respond to this notice before the decision becomes final. If you decide to respond, you may submit evidence challenging the accuracy of your conviction history report, evidence and extent of rehabilitation, or other mitigating circumstances. Your request must be made ***in writing and must be received at the following address within five (5) business days from the postmark date on the envelope in which this notice was mailed:***

Department of XXXXX
NAME
TITLE
ADDRESS

To ensure your response is considered timely, please include a copy of the postmarked envelope you received with this notice with your response.

Applicant Name

ATTACHMENT C

DATE

Page 2

If you notify the Department in writing within five (5) business days from the postmark date of this notice that you dispute the accuracy of the conviction history report and are taking specific steps obtain evidence supporting that assertion, you will be given an additional five (5) business days to respond. Enclosed with this notice is a sample response form that can be used when responding.

If the Department receives your response in a timely manner, the Department will consider the information before making a final decision. You will be notified in writing of the Department's final decision based on all of the information, including the Department's review of any reasons, facts and/or documentation which is timely submitted.

If you have questions or require additional information about this notification, please contact [Department Contact Name], at (xxx) xxx-xxxx.

Sincerely,

[DHRM Signature]

Departmental Human Resources Manager

Attachments

ATTACHMENT C

To: Department of XXXXX
Human Resources Manager
Address
Los Angeles, CA 90012

From: Candidate Name
XXXX Drive Street
Los Angeles, CA 90010

Dear Mr./Ms. XXXXXX:

I received the notification that the County of Los Angeles Department of XXXXXXXX (Department) intends to rescind the conditional offer of employment for the position of _____. I reviewed the conviction history report provided with the notification. This is to request the following:

- ☐ I am taking specific steps to obtain evidence and therefore need an additional five (5) business days to respond.

The specific steps I am taking are as follows*:

- ☐ I don't need an additional five (5) business days but want the department to reassess my application based on the following*:

Evidence challenging the accuracy of the conviction history report:

Evidence of rehabilitation or mitigating circumstances:

*** Submit additional documents/evidence as needed.**

CERTIFICATION OF APPLICANT (please read carefully): I hereby certify that all statements made in this response are true and complete to the best of my knowledge. I understand that any false, incomplete or incorrect statement, regardless of when discovered, may result in my disqualification or dismissal from employment with the County of Los Angeles.

Date: _____ **Signature of Applicant:** _____

ATTACHMENT D

Department Letterhead

IMPORTANT: This form seeks only to collect additional relevant information that allows an opportunity to provide evidence or documentation regarding the accuracy of your conviction history report; evidence of rehabilitation, or mitigating factors surrounding your conviction history to reassess your compatibility for this position.

Position Applying for: (Exact Title)					
Last Name		First Name		Middle Initial	
Other Name(s) Used:					
Street Address		Apt. No.		Home Telephone Number () -	
City	State	Zip Code	Alternate Telephone Number () -		
E-mail Address					
REASON(S) FOR CHALLENGING PRELIMINARY ASSESSMENT:					
☐ I am challenging the accuracy of the conviction history report.					
Conviction Date	Violation Code	Conviction Type	Court Disposition	Type of Error	Evidence of Current Status (e.g., judicially dismissed, pardoned, exempted etc.)
☐ I ask that you consider the following evidence demonstrating rehabilitation.					
CERTIFICATION OF APPLICANT (please read carefully): I hereby certify that all statements made are true and complete to the best of my knowledge. I understand that any false, incomplete or incorrect statement, regardless of when discovered, may result in my disqualification or dismissal from employment with the County of Los Angeles.					
Date:_____ Signature of Candidate:_____					

Please attach additional pages if necessary.

ATTACHMENT E

Department Letterhead

CONFIDENTIAL

Date:

Applicant Name
XXXX Drive Street
Los Angeles, CA 90010

Dear Mr./Ms. XXXXXX:

NOTICE OF RESTORATION OF CONDITIONAL EMPLOYMENT OFFER

On ____[DATE]____, the County of Los Angeles Department of XXXXXXXX (Department) notified you of its preliminary decision to rescind the conditional offer of employment you received for the position of _____. You were informed of your right to respond before the decision became final and that you would be notified in writing of the Department's final decision based on all of the information submitted timely.

On DATE, the Department received your response, including evidence challenging the accuracy of your conviction history report, extent of rehabilitation, and/or other mitigating circumstances. The Department has reviewed and considered your response.

Based on all of the information available, including reasons, facts and/or documentation that you submitted, the Department is restoring the conditional offer of employment you received for the position of _____. Our [Human Resources Office] will contact you with information regarding next steps.

Thank you for your interest in employment with our Department. If you have any questions or require additional information, please contact [Department Contact Name], at (xxx) xxx-xxxx.

Sincerely,

Name
Departmental Human Resources Manager

ATTACHMENT F

Department Letterhead

CONFIDENTIAL

Date:

Applicant Name
XXXX Drive Street
Los Angeles, CA 90010

Dear Mr./Ms. XXXXXX:

**NOTICE OF FINAL DECISION TO RESCIND CONDITIONAL EMPLOYMENT
OFFER BASED ON DISQUALIFYING CONVICTION(S)**

On DATE, the County of Los Angeles Department of XXXXXXXXX (Department) notified you of its preliminary decision to rescind the conditional offer of employment you received for the position of _____. You were informed of your right to respond before the decision became final and that you would be notified in writing of the Department's final decision based on all of the information submitted timely.

To date, the Department has not received a response from you. You have also not informed the Department that you require additional time to gather evidence to respond to the preliminary decision to rescind the conditional offer of employment.

Since you did not submit a written response within the allotted time and did not request additional time for such a response, the Department has made a final decision to rescind the conditional offer of employment you received for the position of _____. You may appeal the Department's decision as indicated below.

APPEAL RIGHTS:

If you can show that an error was made in determining your eligibility based on the conviction history information, you may file an appeal with the Department of Human Resources. The appeal must be in writing and provide specific facts and information, which demonstrate where the error occurred. Any appeal that fails to contain such information will be denied as insufficient. The appeal must be received by the Appeals Program within ten (10) business days from the postmark date on the envelope in which this notice was mailed, or from the date an electronic notification was sent, by using this web address: <https://eappeals.lacounty.gov/dashboard/>. For technical support related to online appeal submissions go to <http://apps.hr.lacounty.gov/eAppeal/>.

Applicant Name
DATE
Page 2

ATTACHMENT F

You also have the right to file a complaint with the California Department of Fair Employment and Housing (DFEH). For assistance on how to submit a complaint with DFEH, please visit their website at <https://www.dfeh.ca.gov/complaint-process/> or you may contact them as follows:

- By Telephone: Communication Center at 800-884-1684 (voice), 800-700-2320 (TTY) or California's Relay Service at 711
- By E-mail: contact.center@dfeh.ca.gov
- By Mail: DFEH Headquarters, 2218 Kausen Drive, Suite 100, Elk Grove, CA 95758.

We thank you for your interest in employment with our Department. The County of Los Angeles is a Fair Chance employer and you are encouraged to apply for other positions by visiting www.hr.lacounty.gov.

Sincerely,

Name
Departmental Human Resources Manager

ATTACHMENT G

Department Letterhead

CONFIDENTIAL

Date:

Applicant Name
XXXX Drive Street
Los Angeles, CA 90010

Dear Mr./Ms. XXXXXX:

**NOTICE OF FINAL DECISION TO RESCIND CONDITIONAL EMPLOYMENT
OFFER BASED ON DISQUALIFYING CONVICTION(S)**

On DATE, the County of Los Angeles Department of XXXXXXXXX (Department) notified you of its preliminary decision to rescind the conditional offer of employment you received for the position of _____. You were informed of your right to respond before the decision became final and that you would be notified in writing of the Department's final decision based on all of the information submitted timely.

On DATE, the Department received your response, including evidence challenging the accuracy of your conviction history report, extent of rehabilitation, and/or other mitigating circumstances. The Department has reviewed and considered your response.

Based on the information reviewed by the Department, including the reasons, facts and documentation that you submitted, the Department has made a final decision to rescind the conditional offer of employment you received for the position of _____. You may appeal the Department's decision as indicated below.

APPEAL RIGHTS:

If you can show that an error was made in determining your eligibility based on the conviction history information, you may file an appeal with the Department of Human Resources. The appeal must be in writing and provide specific facts and information, which demonstrate where the error occurred. Any appeal that fails to contain such information will be denied as insufficient. The appeal must be received by the Appeals Program within ten (10) business days from the postmark date on the envelope in which this notice was mailed, or from the date an electronic notification was sent, by using this web address: <https://eappeals.lacounty.gov/dashboard/>. For technical support related to online appeal submissions go to <http://apps.hr.lacounty.gov/eAppeal/>.

Applicant Name
DATE
Page 2

ATTACHMENT G

You also have the right to file a complaint with the California Department of Fair Employment and Housing (DFEH). For assistance on how to submit a complaint with DFEH, please visit their website at <https://www.dfeh.ca.gov/complaint-process/> or you may contact them as follows:

- By Telephone: Communication Center at 800-884-1684 (voice), 800-700-2320 (TTY) or California's Relay Service at 711
- By E-mail: contact.center@dfeh.ca.gov
- By Mail: DFEH Headquarters, 2218 Kausen Drive, Suite 100, Elk Grove, CA 95758.

We thank you for your interest in employment with our Department. The County of Los Angeles is a Fair Chance employer and you are encouraged to apply for other positions by visiting www.hr.lacounty.gov.

Sincerely,

Name
Departmental Human Resources Manager

DMV MAINFRAME DRIVING RECORD CHECKLIST

RR/CC DRIVING CRITERIA:

DISQUALIFYING FACTORS MAY INCLUDE BUT ARE NOT LIMITED TO: FELONY CONVICTIONS, CERTAIN JOB-RELATED MISDEMEANOR CONVICTIONS, CERTAIN SERIOUS TRAFFIC CONVICTIONS OR PATTERNS OF TRAFFIC VIOLATIONS (E.G., 3 OR MORE MOVING VIOLATIONS WITHIN THE PAST 2 YEARS, FAILURE TO APPEAR, AT-FAULT ACCIDENTS, AND DRIVING UNDER THE INFLUENCE), ILLEGAL USE OF CERTAIN CONTROLLED SUBSTANCES AND/OR POOR EMPLOYMENT HISTORY.

CLEARANCE CHECKLIST:

DESCRIPTION		YES	NO	IF NO, ACTION
LICENSE STATUS: VALID				NOT QUALIFIED
EXPIRATION DATE LATER THAN ELECTION DATE				NOT QUALIFIED
LICENSE CLASS C OR HIGHER				NOT QUALIFIED
NO RESTRICTIONS – EXCEPT: 1. WEARING CORRECTIVE LENSES, AND/OR 2. CLASS B: WITHOUT AIR BREAKS				NOT QUALIFIED
LEGAL HISTORY: ALL SUSPENSIONS FOLLOWED BY “ACT-TERM”				NOT QUALIFIED
MOVING VIOLATIONS	1 OR LESS MOVING VIOLATION IN THE PAST 12 MONTHS			NOT QUALIFIED
	2 OR LESS MOVING VIOLATIONS IN THE PAST 24 MONTHS			
SINGLE INFRACTIONS	3 OR LESS IN THE PAST 12 MONTHS			NOT QUALIFIED
	5 OR LESS IN THE PAST 24 MONTHS			
	7 OR LESS IN THE PAST 36 MONTHS			
TWO-POINT INFRACTIONS	NOT MORE THAN 1 IN THE PAST 12 MONTHS			NOT QUALIFIED

DESCRIPTION		YES	NO	IF NO, ACTION
	2 OR LESS IN THE PAST 24 MONTHS			
DRIVING INFLUENCE	NO DUI IN THE PAST 2 YEARS			NOT QUALIFIED
	NO MORE THAN 1 DUI IN THE PAST 3 YEARS			
	2 OR LESS DUI RECORDS IN THE PAST 5 YEARS			
HIT AND RUN	NO RECORD			NOT QUALIFIED
ACCIDENTS	NO AT-FAULT ACCIDENTS WITHIN THE PAST 2 YEARS (ARC CODE 3 OR 4)			NOT QUALIFIED
FAIL-TO-PAY: NO				NOT QUALIFIED
FAIL-TO-APPEAR: NO				NOT QUALIFIED
END* SHOWN AT END OF PAGE				NOT QUALIFIED



APPROPRIATE WORKPLACE ATTIRE

Reference Guide



Appropriate Workplace Attire – Reference Guide

Objective

Los Angeles County Registrar-Recorder/County Clerk employees contribute to the corporate culture and reputation in the way they present themselves. A professional appearance is critical to fostering public confidence and is essential to creating a favorable impression with customers. Good grooming and appropriate dress reflect employee pride and inspire confidence on the part of such persons. Adhering to the Departmental policy on Appropriate Workplace Attire will ultimately promote a positive work environment, limit distractions and ensure safety and security while working.

Background

This Reference Guide was created as a result of the collaborative efforts of Los Angeles County Registrar-Recorder/County Clerk Managers and Section Heads. This team attended workshops and participated in activities designed to build consensus on what constitutes appropriate workplace attire. Information gleaned from those meetings and activities was compiled to create this guide.

Guidelines for appropriate attire

No dress code can cover all contingencies so employees must exert a certain amount of judgment in their choice of clothing to wear to work. If you experience uncertainty about acceptable, professional business attire for work, please ask your supervisor or the Departmental Human Resources Manager.

Although it is impossible and undesirable to establish an absolute dress and appearance code, the RR/CC will apply a reasonable and professional workplace standard to individuals on a case-by-case basis. Management may make exceptions for special occasions, at which time employees will be notified in advance, or in the case of inclement weather. An employee unsure of what is appropriate should check with his or her supervisor or manager.

If a supervisor or manager decides that an employee's dress or appearance is not appropriate as outlined by departmental policy, he or she may take corrective action and require the employee to leave the work area and make the necessary changes to comply with the policy.

Recommended Attire

Per consensus through the department's Managers and Section Heads, clothing should be well maintained, pressed, and clean. Clothing should be free of words, terms, or pictures that may be offensive to other employees. Clothing should fit properly.

Men:

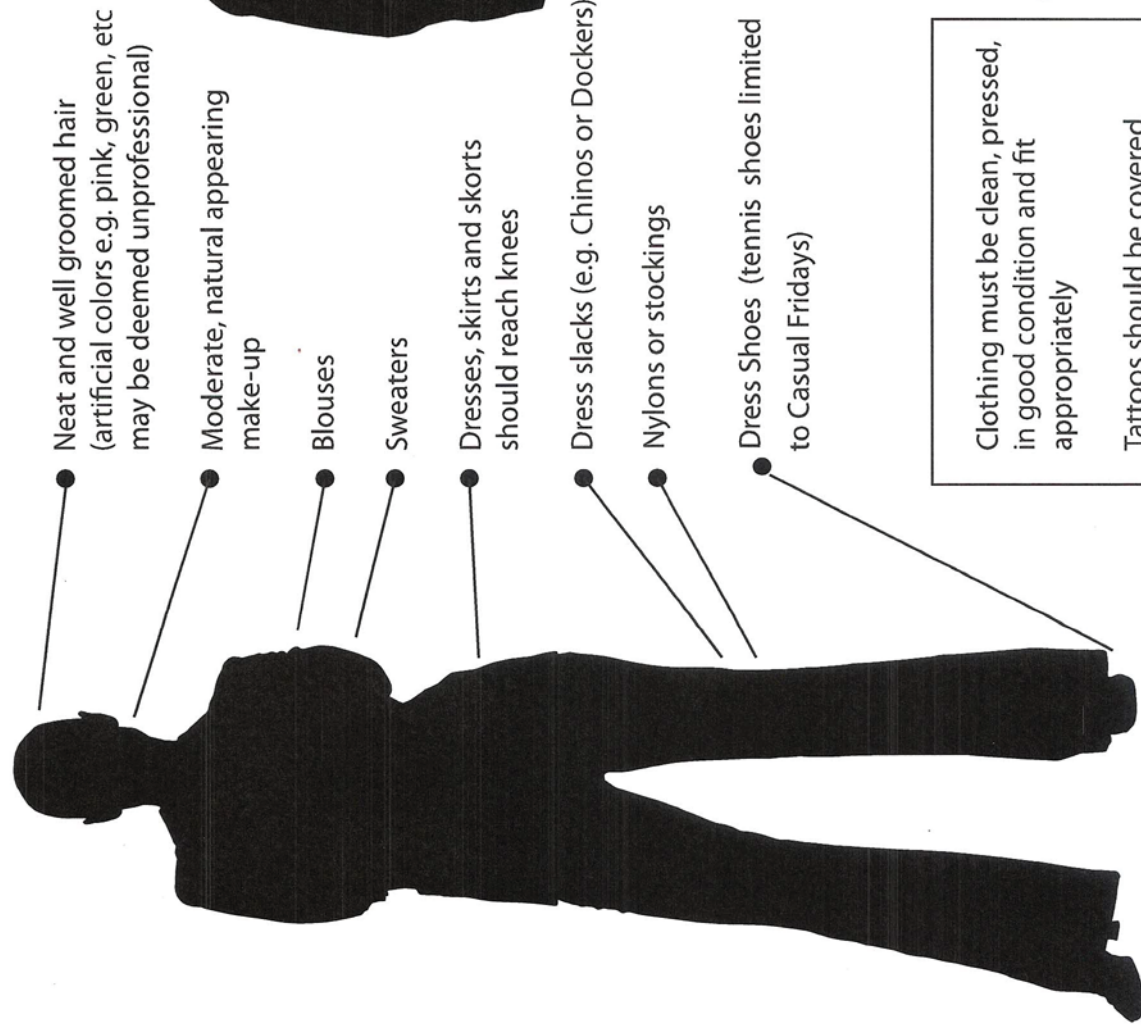
- Blazers, suits, or sport coats
- Dress slacks (e.g. Chinos or Dockers)
- Ties (when appropriate)
- Dress shirts or polo style shirts with buttons and collars
- Sweaters and cardigans
- Dress shoes (tennis shoes limited to Casual Fridays)
- Neat and well groomed hair, sideburns, mustaches and beards (artificial colors e.g. pink, green, etc. may be deemed unprofessional)
- Clothing must be clean, pressed, in good condition and fit appropriately
- Tattoos should be covered

Women:

- Dresses, skirts and skorts should reach the knees
- Dress slacks (e.g. Chinos or Dockers)
- Blouses
- Sweaters
- Dress shoes (tennis shoes limited to Casual Fridays)
- Nylons or stockings
- Moderate, natural appearing make-up
- Neat and well groomed hair (artificial colors e.g. pink, green, etc. may be deemed unprofessional)
- Clothing must be clean, pressed, in good condition and fit appropriately
- Tattoos should be covered

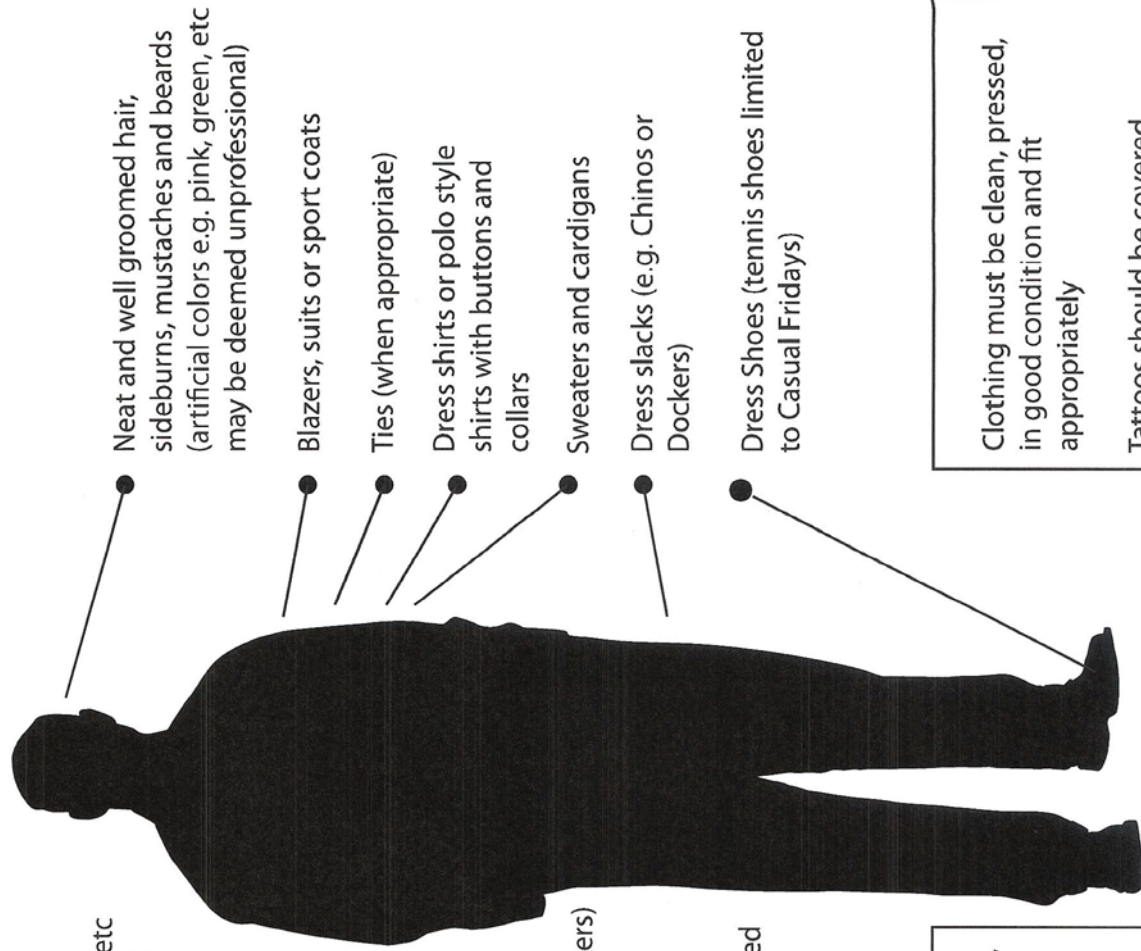
Note: To aid employees observe these guidelines the provided chart should highlight some of the recommendations provided above. As reminder, the intent is to promote a positive work environment, limit distractions and ensure safety and security while working.

Recommended Attire



Clothing must be clean, pressed,
in good condition and fit
appropriately

Tattoos should be covered



Clothing must be clean, pressed,
in good condition and fit
appropriately

Tattoos should be covered

EXHIBIT 6

PERFORMANCE REQUIREMENT SUMMARY (PRS) TECHNICAL STAFFING SERVICES

REQUIRED SERVICES	STANDARD	MAXIMUM ALLOWABLE DEVIATION (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FROM CONTRACT PRICE FOR EXCEEDING AQL
Appendix B. Overall compliance with the Statement of Work (SOW), Scope of Work.	100% Adhere to County requirements	5%	- User/staff complaints - Random Inspections - Information found on Contractor reports	Up to \$100 per occurrence
Appendix B. Overall compliance with Statement of Work (SOW), Specific Tasks.	100% Adhere to County requirements	5%	- User/staff complaints - Random Inspections - Information found on Contractor reports - Random samplings	Up to \$100 per occurrence
Appendices B, C. Contractor shall establish and maintain a Quality Control Plan to assurance that the requirements of this contract are met.	100% Adhere to County requirements	0%	- User/staff complaints - Random Inspections - Information found on Contractor reports - Random samplings	Up to \$100 per occurrence
Appendix B. Personnel assigned to work with the County under this Contract undergo a background check and DMV check as specified in the SOW.	100% Adhere to County requirements	0%	- User/staff complaints - Random Inspections	Up to \$100 per occurrence per employee
Appendices B, C. Contractor in compliance with Standard Terms and Conditions.	100% Adhere to County requirements	5%	- User/staff complaints - Random Inspections - Information found on Contractor reports	Up to \$100 per occurrence
Appendix B. Contractor shall ensure they meet the requirements specified in the Contractor Responsibilities section of the SOW.	100% Adhere to County requirements	5%	- User/staff complaints - Random Inspections - Information found on Contractor reports - Random samplings	Up to \$100 per occurrence



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN
Registrar-Recorder/County Clerk

POLICIES, PROCEDURES, AND GUIDELINES

Title: DRUG FREE WORKPLACE

Policy #: A3-14

Prepared By: Human Resources Division

Effective Date: 10/11/2016

This policy supersedes Directive A3-14, dated 3/16/2000.

POLICY:

It is the policy of the Registrar-Recorder/County Clerk (RR/CC) that all employees must comply with the Los Angeles County Board of Supervisors Drug Free Workplace Program and the Reasonable Suspicion Drug Screening Program. Employees are prohibited from using, possessing, selling or being under the influence of illegal drugs in the workplace. Additionally, the use or misuse of alcohol or prescribed drugs to any extent that impairs safe and effective job performance is also prohibited.

Violation of any element of this policy shall result in disciplinary action up to and including termination.

SCOPE:

This policy is applicable to all RR/CC employees, contract personnel and volunteers.

GUIDELINES:

It is the policy of the County of Los Angeles and the RR/CC that the abuse of drugs, including alcohol, by employees or contract personnel is unacceptable as it adversely affects health, safety, security and productivity as well as public confidence and trust.

The RR/CC is committed to provide a safe, healthy, drug free workplace and to protect the safety and health of employees and the public. As such, the RR/CC may require an employee to provide a urine specimen for analysis to detect the presence of drugs or alcohol only if there is a reasonable suspicion to believe that the employee is impaired from performing his/her job duties as a result of drugs or alcohol.

The use of illegal drugs while on duty, during break-times or in any RR/CC property, including but not limited to the parking lot, break rooms, and/or rest rooms of any RR/CC facility is strictly prohibited and a violation of this policy. Also, employee's use of alcohol

and prescription drugs to the extent that it impairs safe and effective job performance while on duty at any location is strictly prohibited and violation of this policy.

Reasonable Suspicion

Reasonable suspicion must be based on both objective evidence and reasonable conclusion from such evidence that an employee's impaired performance is the result of use of drugs or alcohol. Such evidence must include observations by a trained supervisor or manager of typical indicators of intoxication or impairment caused by drugs or alcohol which are not reasonably explained as resulting from causes other than use of drugs or alcohol. Typical indicators may include, but are not limited to, characteristics of the employee's appearance, behavior, mannerisms, speech, alcohol like breath, dilated pupils, equilibrium or odors of intoxicants.

To validate a potential occurrence, the Department will utilize the services of Clinic for Drug and Alcohol Testing Urine Collection Sites (Attachment I). The staff of the collection facility will supervise specimen collection, chain of custody and arrange with an approved clinical laboratory for analysis.

Refusal Consent to Testing

An employee who refuses to consent to a drug or alcohol test shall not be subject to disciplinary action for refusal. However, the refusal shall constitute a rebuttable presumption that the employee was under the influence of drugs or alcohol at the time of the order to submit to the urine test.

While disciplinary action may not be taken based on the refusal to consent to a drug or alcohol test, disciplinary action may be taken on the basis of impaired job performance or unacceptable behavior displayed at work.

Failure to provide a specimen within a reasonable period of time (within four (4) hours) may constitute a refusal to take a urine test.

Consequences of a Positive Test Result

- a. If an employee tests positive for drugs or alcohol in a urine test conducted pursuant to these procedures, the Department Head or delegated representative may take disciplinary action.
- b. Departmental management may consider the appropriateness of the employee voluntarily entering and completing an alcohol/drug abuse treatment program in lieu of or to mitigate the severity of discipline.
- c. Any disciplinary action taken as a result of a positive drug test in conjunction with the employee's observed behavior on the job shall be subject to dispute through the same procedures that would govern any other disciplinary action.

The Employee Assistance Program Services and Rehabilitation

The Employee Assistance Program (EAP) administered by Occupational Health Services provides services to employees experiencing personal problems (including drug and/or alcohol abuse) affecting job performance. Visits to the EAP are voluntary and records relating to evaluation and treatment are confidential. In accordance with Board of Supervisors policy, the initial visit is covered by County time with approval of the supervisor. At the discretion of the Department Head, additional visits may be approved on County time. The overall purpose of the EAP is to provide a system which enables management, supervisors and employees to deal constructively with reduced job performance related to personal problems such as alcohol/drug abuse, marital or family difficulties or financial pressures. Utilization of the EAP, however, does not in any manner inhibit the Department's rights to utilize formal disciplinary action.

Violation of any element of this policy shall result in disciplinary action up to and including termination.

Reasonable Suspicion Process

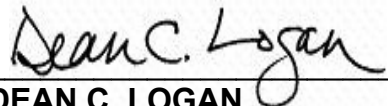
Supervisors and managers must be alert to, and recognize, the signs and symptoms of drug and alcohol abuse. Where there is reasonable suspicion that an employee is under the influence of drugs or alcohol, the supervisor/manager must obtain approval from Employee Relations to proceed with the outlined Reasonable Suspicion Procedure (Attachment II) given the observable facts of the case.

1. The supervisor/manager obtains approval from Employee Relations to proceed with the Reasonable Suspicion Procedure.
2. Two (2) supervisors/managers trained in recognizing signs of substance abuse should document all observation on the Reasonable Suspicion Checklist (Attachment III). If only one supervisor/manager is available to complete the checklist, the primary observer must document why two observers are not available.
3. The supervisor/manager must meet with the employee on the day that impairment is observed and present the observations of concern and copies of the signed Reasonable Suspicion Checklist to the employee.
4. The employee must be informed of the right to representation at this meeting. Exercising this right, however, shall not cause an unreasonable delay (testing must be completed within four (4) hours) in the testing process. If the employee declines representation, or when representation does not arrive within a reasonable timeframe, the supervisor/manager should offer the employee the opportunity for reasonable explanation.

5. The supervisor/manager must provide the employee with a copy of the Notice of Requirement for Reasonable Suspicion Drug and Alcohol Testing (Attachment IV) to read and sign.
6. The supervisor/manager must give the employee the Pre-Test Declaration Form (Attachment V) to complete. The form elicits information about recent use of prescription and non-prescription medications, and accidental exposure to controlled substances. This form is not confidential.
7. The supervisor/manager should call Occupational Health Programs (OHP) at (213) 738-2177 or (213) 738-2187 to advise them of the testing plan. OHP will confirm the clinic and location selected based on proximity and operating hours from the list of Reasonable Suspicion Drug Collection Facilities (Attachment I). After the phone call, the supervisor/manager must also fax the following documents to (213) 637-0822:
 - a. Notice to OHP of Reasonable Suspicion Drug and Alcohol Testing letter (Attachment VI);
 - b. The Reasonable Suspicion Checklist (Attachment III); and the
 - c. Pre-Test Declaration Form (Attachment V).
8. The supervisor/manager must complete a D.O.T./Company Policy Drug and Alcohol Authorization Slip (Attachment VII) for testing by the drug collection facility.

Note: The supervisor/manager must arrange transportation to the drug collection facility, unless on-site collection has been arranged. Such transportation shall meet the following guidelines:

- a. The employee will be driven to the drug collection facility by someone other than his/her immediate supervisor, unless the supervisor and the employee agree that the supervisor is the most suitable person.
- b. Public transportation such as a taxicab may be utilized. In such case the Department representative must accompany the employee to the drug collection facility.
- c. The Department representative must bring the completed Drug and Alcohol Authorization Slip to the drug collection facility.
- d. The supervisor/manager must ensure the employee does not drive him/herself home on the day of impairment and must notify the employee that he/she will be restricted from performing safety-sensitive duties until cleared by OHP.



DEAN C. LOGAN
Registrar-Recorder/County Clerk

AUTHORITY:

- Chief Administrative Office memorandum on County Drug Free Workplace Program, dated April 16, 1992.
- Los Angeles County Board of Supervisors motion to adopt the Los Angeles Drug Free Workplace Policy, dated June 9, 1992
- Los Angeles County Board of Supervisors Policy 9.050, Drug Free Workplace Program.
- Los Angeles County Chief Executive Office website: Drug Free Workplace Policy: Reasonable Suspicion http://cao.lacounty.gov/DAT/dat_default.htm.

ISSUE/REVIEW DATE:

Issue Date: March 16, 2000
Review Date: October 11, 2016

RESOURCE GUIDE:

- Clinic for Drug and Alcohol Testing Urine Collection Sites - Attachment I
- Reasonable Suspicion Procedure - Attachment II
- Reasonable Suspicion Checklist, Attachment III
- Notice of Requirement for Reasonable Suspicion Drug/Alcohol Testing - Attachment IV
- Pre-Test Declaration Form - Attachment V
- Notice to OHP of Reasonable Suspicion Drug and Alcohol Testing - Attachment VI
- D.O.T./Company Policy Drug and Alcohol Authorization Slip - Attachment VII

CLINIC FOR DRUG AND ALCOHOL TESTING URINE COLLECTION SITES

REVISED 03/21/16

Contractor	Address	Weekday Hours	Contact Person	Phone
LOS ANGELES AREA				
Temple Medical Center	124 Vignes Street Los Angeles, CA 90012	24 hours 7 days per week	Debbie Gomez	(213) 626-5679
EAST AREA				
Irwindale Industrial Clinic	6000 North Irwindale Avenue Irwindale, CA 91702	24 hours 7 days per week	Gladys Miranda	(626) 969-9800
NORTH AREA				
Proactive Work Health Center	44451 16th Street West Lancaster, CA 93534	Monday-Friday 7:30 am - 10:00 pm Saturday 9:00 am - 5:00 pm Sunday Closed	Alan Jay	(661) 945-5999 (661) 233-2232 (After Hours)
SAN FERNANDO VALLEY				
Glendale Adventist Occupational Medicine	600 South Glendale Avenue Glendale, CA 91205	Monday-Friday 8:00 am - 4:00 pm	Yolanda Estrada Judy Van Houten	(818) 502-2050
SOUTH BAY				
CareOnSite - Long Beach	1250 Pacific Avenue Long Beach, CA 90813	24 hours 7 days per week	Tina Ho	(562) 437-0831
CareOnSite - Carson	455 East Carson Plaza Drive Carson, CA 90746	Monday-Friday 7:00 am - 5:00 pm	Alicia Oquendo	(562) 624-2720
LAX AREA				
Concentra Medical Center - LAX	6033 West Century Boulevard #200 Los Angeles, CA 90045	Monday - Friday 6:00 am - 12:00 am Saturday and Sunday 8:00 am - 6:00 pm	Jessica Servin Shicole Brown	(310) 215-1600

County of Los Angeles
Chief Executive Office – Occupational Health Programs

REASONABLE SUSPICION PROCEDURE

1.	Supervisor/Manager should get approval (from Personnel/Employee Relations, depending on departmental policy) to proceed with the Reasonable Suspicion Procedure given the observable facts of the case.	☐ Approval received from Personnel/Employee Relations
2.	Two Supervisors or Managers trained in recognizing signs of substance abuse should complete the Reasonable Suspicion Checklist . If only one is available to complete the list, document why two are not available.	☐ <i>Reasonable Suspicion Checklist</i> completed
3.	The Supervisor/Manager must meet with the employee on the day that impairment is observed to present the observations of concern and copies of the signed Checklist . The Supervisor/Manager must inform the employee of their right to representation at this meeting, but the representative must appear quickly so as not to delay the testing process (testing must be completed within four hours of observation). If the employee declines representation, or when representation arrives within a reasonable timeframe, the Supervisor/Manager should offer the employee the opportunity for reasonable explanation. However, regardless of explanation, proceed to Step 4.	☐ Employee told of their right to representation ☐ <i>Reasonable Suspicion Checklist</i> presented to employee ☐ Employee given the opportunity to provide explanation, and response documented
4.	The Supervisor/Manager must provide the employee a copy of the Notice of Requirement for Reasonable Suspicion Drug and Alcohol Testing to read and sign. If employee refuses to sign, proceed to Step 5 regardless.	☐ <i>Notice of Requirement for Reasonable Suspicion Drug and Alcohol Testing</i> form read and signed by employee
5.	The Supervisor/Manager must give the employee the Pre-Test Declaration Form to complete. This form is NOT confidential.	☐ <i>Pre-Test Declaration Form</i> completed by employee
6.	The Supervisor/Manager should call Occupational Health Programs (OHP) at (213) 738-2177 or (213) 738-2187 to advise them of the testing plan. OHP will confirm the clinic and location selected based on proximity and operating hours from the list of Contract Medical Clinics . After the phone call, the Supervisor/Manager must also fax the Notice to OHP of Reasonable Suspicion Drug and Alcohol Testing letter; the Reasonable Suspicion Checklist ; and the Pre-Test Declaration Form to (213) 637-0822.	☐ OHP advised of the test plan ☐ Clinic and location confirmed by OHP ☐ Fax to OHP: 1. <i>Notice to OHP of Reasonable Suspicion Drug and Alcohol Testing</i> letter; 2. <i>Reasonable Suspicion Checklist</i>; and 3. <i>Pre-Test Declaration Form</i>
7.	The Supervisor/Manager must complete a Drug and Alcohol Authorization Slip for testing by County contractor.	☐ <i>Drug and Alcohol Authorization Slip</i> completed

8.	The Supervisor/Manager must arrange transportation to the clinic (unless on-site collection has been arranged) and arrange for subsequent transport of the employee to his or her home. Someone other than the immediate supervisor should drive unless both employee and supervisor agree the supervisor is the most suitable person. Transportation may be by a department representative or taxi. A department representative must go with (or drive) the employee to the clinic. The department representative must also bring the completed Drug and Alcohol Authorization Slip to the clinic.	☐ Transportation to clinic and employee's home arranged ☐ Department representative to bring <i>Drug and Alcohol Authorization Slip</i> to the clinic ☐ Employee has a photo identification to bring to the clinic
9.	At the clinic, the department representative must give the Drug and Alcohol Authorization Slip to clinic staff. The employee must present photo identification or the department representative must confirm identity. The employee provides a urine specimen according to procedures that ensure the employee's privacy while also protecting the specimen from adulteration, substitution, or dilution. The clinic secures and transports the specimen to the laboratory for analysis.	☐ Employee gives the <i>Drug and Alcohol Authorization Slip</i> to clinic staff ☐ Employee presented photo identification to clinic ☐ Employee provided urine specimen
10.	The Supervisor/Manager must ensure the employee does not drive themselves home on the day of impairment. The Supervisor/Manager must also notify the employee that he/she will be restricted from performing safety-sensitive duties until cleared by OHP.	☐ Employee has been safely transported home ☐ Employee notified of restricted duty status
11.	Upon receiving and reviewing the laboratory report, the MRO (at OHP) will provide the results to the employee within four business days from collection of the sample, and a conclusion statement to the Department Head (or designee).	☐ Results provided to employee ☐ Conclusion statement received by the Department Head (or designee)
12.	If the conclusion states the employee was under the influence (not attributable to acceptable treatment practices): a. the department may take disciplinary action based on the test results and observations at the time the test was ordered, and b. at the department's discretion, may consider any mitigating effects on discipline of voluntary participation in treatment or rehabilitation.	☐ Disciplinary action taken ☐ Considered mitigating effects on discipline of voluntary participation in treatment or rehabilitation

Revised 03/19/13

County of Los Angeles
Chief Executive Office – Occupational Health Programs

REASONABLE SUSPICION CHECKLIST

Supervisor/Manager: Record observations of employee's appearance and behavior that you believe may be the result of use of controlled substances or alcohol misuse.

NAME OF EMPLOYEE OBSERVED	DATE OF OBSERVATION	TIME OF OBSERVATION ____ A.M. ____ P.M. ____ : ____ HOUR MINUTES
PRIMARY OBSERVER (Print)	SECOND OBSERVER, if available (Print)	
LOCATION OF OBSERVATION		

OBSERVATIONS (Check all appropriate items)

Determination of reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.

SPEECH

- ☐ Normal
- ☐ Slowed
- ☐ Rapid
- ☐ Silent
- ☐ Loud
- ☐ Confused
- ☐ Slurred
- ☐ Talkative
- ☐ Hostile

ALERTNESS

- ☐ Normal
- ☐ Drowsy
- ☐ Energized

OVERT MOOD

- ☐ Normal
- ☐ Elated, "Up"
- ☐ Fearful
- ☐ Anxious
- ☐ Irritable
- ☐ Angry
- ☐ Sad, depressed

BALANCE

- ☐ Normal
- ☐ Swaying
- ☐ Staggering
- ☐ Falling

NOSE

- ☐ Sniffing
- ☐ Runny
- ☐ Reddened

EYES

- ☐ Reddened
- ☐ Pupils constricted
- ☐ Pupils dilated

BREATH

- ☐ Alcohol-like
- ☐ Chemical odor
- ☐ "Burnt Rope" odor

MOVEMENTS

- ☐ Normal
- ☐ Slowed
- ☐ Quickened
- ☐ Uncoordinated
- ☐ Shaking
- ☐ Aggressive

WALKING

- ☐ Normal
- ☐ Stumbling
- ☐ Falling
- ☐ Holding, Reaching

Describe any other specific observations, or explain any of those checked above, that require further clarification as a basis of reasonable suspicion (continue on back if necessary).

I certify that I have had training in recognition of alcohol and drug misuse and that to the best of my judgment reasonable suspicion exists to require the above employee to undergo testing for alcohol and controlled substances.

PRIMARY OBSERVER

Signature Title Date

SECONDARY OBSERVER (if available)

Signature Title Date

County of Los Angeles
Chief Executive Office – Occupational Health Programs

NOTICE OF REQUIREMENT FOR REASONABLE SUSPICION DRUG/ALCOHOL TESTING

The Drug Free Workplace Policy authorizes the County of Los Angeles (County) to have an employee provide a urine specimen for analysis if there is reasonable suspicion the employee is impaired because of drugs or alcohol.

REASONABLE SUSPICION:

Reasonable suspicion is based on observations by a trained supervisor or manager that an employee's impairment is the result from the use of drugs or alcohol. Our observations lead us to believe that use of drugs or alcohol is the cause of your impairment, as documented by your supervisor in the Reasonable Suspicion Checklist provided to you. Therefore, **the Department is requiring you to undergo urine drug and alcohol testing today without unnecessary delay.**

SUBSTANCES TESTED FOR:

The drug screen will test your urine for the following substances:

1. Amphetamines or Methamphetamines
2. Benzodiazepines (for example, Valium, Librium)
3. Barbiturates (for example, Fiorinal)
4. Cocaine
5. Methadone
6. Methaqualone (for example, Quaalude)
7. Opiates (for example, Tylenol #3, Codeine)
8. Phencyclidine (PCP)
9. Marijuana
10. Alcohol

CONSEQUENCES OF REFUSAL TO AGREE TO DRUG/ALCOHOL TESTING:

If you do not agree to a drug or alcohol test, you will not be subject to disciplinary action for refusing to consent. However, your refusal is a refutable presumption that you were under the influence of drugs or alcohol at the time you were ordered to take a urine test.

NOTE: Failure to provide a specimen within four hours is the same as a refusal to take a urine test. You may be subject to discipline for being under the influence of drugs or alcohol based on the refutable presumption and documentation of your performance and behavior.

URINE COLLECTION AND PROCESSING:

You will be asked to provide a urine specimen in a manner that respects your privacy and dignity, but which also prevents tampering, adulteration, or substitution. You must provide enough urine (about a ¼ cup) to divide the specimen into two bottles. Both bottles will be sealed in your presence and transported to a certified analytical laboratory. The laboratory will test the specimen from one bottle. If the test is positive, the other bottle will remain sealed in storage, and at your request, be available for repeat testing at a certified laboratory of your choice.

Before reporting a test as positive to the Department, a Medical Review Officer (MRO), a specially trained physician from the County's Occupational Health Programs, must review and discuss the results with you. After the MRO completes his or her assessment, you will receive a copy of the laboratory result and a written report from the MRO. This report will advise you of your right to have the second bottle independently tested and reviewed by an independent MRO at the County's expense.

CONSEQUENCES OF POSITIVE RESULT ON DRUG/ALCOHOL TEST:

If your test is positive for alcohol, illegal drugs, or for legal drugs taken without a prescription, the Department may take disciplinary action against you. The Department will rely on the positive test result and your observed behavior at the time the urine test was ordered. The Department may consider that you voluntarily enter and complete a drug or alcohol abuse treatment program to mitigate the severity of discipline. You have the same right and must follow the same procedures to dispute this action as any other disciplinary action.

I RECEIVED A COPY OF THIS NOTICE AND UNDERSTAND ITS CONTENTS, INCLUDING MY RIGHT TO REPRESENTATION AND RETEST IF THE RESULTS ARE POSITIVE.

Employee Signature

Date

Print Name

Revised 5/6/08

County of Los Angeles
Chief Executive Office – Occupational Health Programs

PRE-TEST DECLARATION FORM

Instructions to Supervisor:

Have the employee complete and sign this form.

Employee Name: _____

Have you ingested or inhaled any illegal substance within the last ten (10) days?

() No

() Yes Date(s) of use _____ Substance _____

 Date(s) of use _____ Substance _____

Please provide a reliable telephone number for contact or message and your mailing address.

() _____

The information provided above is true and correct to the best of my knowledge.

Signature: _____ Date: _____

Cc: Copy to Employee
 Original faxed by County department to OHP



American Substance Abuse Professional Drug Solutions, Inc.
455 E. Carson Plaza Dr., Carson, CA 90746 Tel# (562) 624-2720

D.O.T./Company Policy Drug and Alcohol Authorization Slip

Date: _____

(For services to be rendered, date of service must match date on authorization slip.)

Department Name: _____ Dept #: _____

Collection Site Name: _____ Collection Site Phone#: _____

Employee Name: _____ Employee#: _____

Authorized by: _____
Signature Name (Print)
(Signature indicates that your company is assuming responsibility for payment of charges.)

Telephone #: _____ Fax #: _____

Time of notification: _____ am/pm (Instruct donor that he/she has 60 min. + travel time to report to collection site after notification.)

The drug/alcohol test will be performed when the appropriate selections in columns 1, 2, and 3 are complete.

1	2	3
Type of Test:	Agency/Consortium	Test Requested
____ Pre Employment	____ DOT (FMCSA)	____ DOT Drug
____ Random	____ DOT (PHMSA)	____ DOT Alcohol
____ Follow-up	____ DOT (USCG)	☒ Non-DOT Drug
____ Post Accident	____ DOT (FTA)	____ Non-DOT Alcohol
____ Return to Duty	____ DOT (FAA)	☒ Other
☒ Reasonable Suspicion/Cause	____ DOT (FRA)	Specify 9 PANEL W/URINE
____ Other	____ Company Policy	ALCOHOL SPLIT SAMPLE
	☒ Other Specify LA COUNTY	

EMPLOYEE/DONOR MUST BRING VALID PHOTO ID!!!
BILL ASAP FOR ALL DRUG AND ALCOHOL SERVICES.

*****FOR DOT RANDOM TESTS, PLEASE ASK THE EMPLOYEE TO BRING THE NOTIFICATION SLIP TO THE COLLECTION FACILITY.**

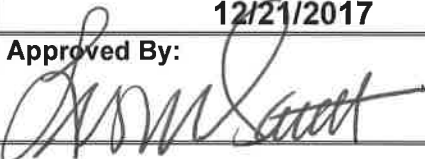
For Collection Site – Donor Arrival Time: _____

For Collection Site – Donor Departure Time: _____

frmC35a-12'08



County of Los Angeles
Department of Human Resources
POLICIES, PROCEDURES AND GUIDELINES

Subject: COURTESY AND RESPECT IN THE WORKPLACE	Policy Number: 809	Pages: 4
	Effective Date: 12/21/2017	
	Approved By: 	

PURPOSE

The County of Los Angeles is committed to providing all employees a healthy, respectful, courteous and safe work environment. This policy is to communicate to all County personnel that any form of abusive conduct in the workplace is unacceptable.

POLICY

The County will not tolerate any form of abusive conduct in the workplace, whether verbal or written (e.g., via e-mail, cyberbullying). This policy applies during work hours, at work-related or sponsored functions, while traveling on work-related business, and to off-duty conduct that adversely impacts or has a job nexus to the workplace. Violation of this policy may result in discipline up to and including discharge.

Abusive conduct in the workplace is different from workplace unlawful harassment, discrimination, retaliation, and inappropriate conduct towards others based on a protected status as defined by the County's Policy of Equity.

GUIDELINES

"Abusive conduct" means conduct of an employee in the workplace with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, epithets, as well as verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless it is severe and egregious. Abusive conduct is usually carried out by an individual, but can also occur as a result of inappropriate group behavior against one or more individuals.

Subject: COURTESY AND RESPECT IN THE WORKPLACE	Policy Number: 809	Pages: 4
	Effective Date: 12/21/2017	

Abusive conduct in the workplace can involve misapplication or misuse of authority, which undermines an employee's right to work with dignity and respect. Employees who witness abusive conduct can also have their attitudes and work performance negatively affected. Abusive conduct is unacceptable behavior because it breaches principles of professionalism, respect, and fairness, and it frequently represents an abuse of power or authority.

Mobbing is a particular type of abusive conduct carried out by a group rather than by an individual. Mobbing is the social isolation of a person through collective unjustified accusations, humiliation, general harassment, or emotional abuse.

REPORTING PROCEDURE

Any employee, including supervisors and managers, who feels he or she has been subjected or is witness to abusive conduct or has received a report of abusive conduct, is encouraged to immediately report the incident verbally and/or in writing to:

- His or her supervisor; or
- Any departmental supervisor or manager; or
- The department's human resources division.

Supervisors and managers who receive complaints or reports of abusive conduct in the workplace should immediately report the incident in writing to the department's human resources division.

No employee will be subjected to an adverse employment action for submitting a complaint regarding conduct that potentially violates this policy, or for cooperating in any administrative investigation or otherwise preventing prohibited practices under this policy. The County will take corrective administrative action to prevent retaliation, including the imposition of appropriate discipline to any County employee who engages in retaliation.

RESPONSIBILITIES

Employees:

- Comply with this policy; and
- Report incidents of abusive conduct, either as a victim or a witness, to the supervisor or manager or to the department's human resources division.

Subject: COURTESY AND RESPECT IN THE WORKPLACE	Policy Number: 809	Pages: 4
	Effective Date: 12/21/2017	

Managers and supervisors:

- Ensure that all employees are aware of the policy against abusive conduct in the workplace and familiar with reporting procedures;
- Monitor the work environment to ensure that any incident of abusive conduct in the workplace is investigated regardless of whether a complaint of abusive conduct has been received;
- Provide leadership and act as a role-model by demonstrating appropriate professional behavior;
- Immediately stop conduct that potentially violates this policy and take immediate administrative action to terminate such conduct; and
- Report incidents of abusive conduct in the workplace to the department's human resources division.

AUTHORITY

- Countywide Policies, Procedures, and Guidelines (<http://dhr.mylacounty.info/PPG.asp>):
 - PPG 512: Professional Appearance in the Workplace
 - PPG 620: Violence in the Workplace
 - PPG 810: Ordered Absence from Regular Work Location
 - PPG 812: County Policy of Equity
 - PPG 910: Employees' Cooperation in the Administrative Investigation Process
 - PPG 1040: Countywide Policy and Disciplinary Guidelines on Abuse of Telecommunications Equipment and Services
 - PPG 1041: Countywide Policy and Disciplinary Guidelines on Inappropriate Employee Conduct Toward Members of the Public
 - PPG 1042: Countywide Policy and Disciplinary Guidelines on Inappropriate Employee Conduct of a Sexual Nature Toward or in the Presence of Members of the Public
- County of Los Angeles Employee Handbook
- Countywide Discipline Guidelines

Subject: COURTESY AND RESPECT IN THE WORKPLACE	Policy Number: 809	Pages: 4
	Effective Date: 12/21/2017	

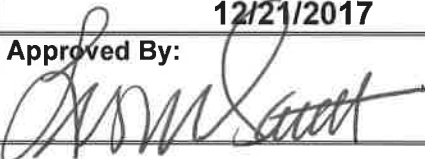
- Board of Supervisors (BOS) Policy Manual # 6.101
- BOS Policy Manual # 6.104
- BOS Policy Manual # 6.105
- BOS Policy Manual # 9.020
- California Government Code 12950.1(b)

DATE ISSUED/REVIEW DATE

Original Issue Date: 12/21/2017



County of Los Angeles
Department of Human Resources
POLICIES, PROCEDURES AND GUIDELINES

Subject: COURTESY AND RESPECT IN THE WORKPLACE	Policy Number: 809	Pages: 4
	Effective Date: 12/21/2017	
	Approved By: 	

PURPOSE

The County of Los Angeles is committed to providing all employees a healthy, respectful, courteous and safe work environment. This policy is to communicate to all County personnel that any form of abusive conduct in the workplace is unacceptable.

POLICY

The County will not tolerate any form of abusive conduct in the workplace, whether verbal or written (e.g., via e-mail, cyberbullying). This policy applies during work hours, at work-related or sponsored functions, while traveling on work-related business, and to off-duty conduct that adversely impacts or has a job nexus to the workplace. Violation of this policy may result in discipline up to and including discharge.

Abusive conduct in the workplace is different from workplace unlawful harassment, discrimination, retaliation, and inappropriate conduct towards others based on a protected status as defined by the County's Policy of Equity.

GUIDELINES

"Abusive conduct" means conduct of an employee in the workplace with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, epithets, as well as verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless it is severe and egregious. Abusive conduct is usually carried out by an individual, but can also occur as a result of inappropriate group behavior against one or more individuals.

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Abusive conduct in the workplace can involve misapplication or misuse of authority, which undermines an employee's right to work with dignity and respect. Employees who witness abusive conduct can also have their attitudes and work performance negatively affected. Abusive conduct is unacceptable behavior because it breaches principles of professionalism, respect, and fairness, and it frequently represents an abuse of power or authority.

Mobbing is a particular type of abusive conduct carried out by a group rather than by an individual. Mobbing is the social isolation of a person through collective unjustified accusations, humiliation, general harassment, or emotional abuse.

REPORTING PROCEDURE

Any employee, including supervisors and managers, who feels he or she has been subjected or is witness to abusive conduct or has received a report of abusive conduct, is encouraged to immediately report the incident verbally and/or in writing to:

- His or her supervisor; or
- Any departmental supervisor or manager; or
- The department's human resources division.

Supervisors and managers who receive complaints or reports of abusive conduct in the workplace should immediately report the incident in writing to the department's human resources division.

No employee will be subjected to an adverse employment action for submitting a complaint regarding conduct that potentially violates this policy, or for cooperating in any administrative investigation or otherwise preventing prohibited practices under this policy. The County will take corrective administrative action to prevent retaliation, including the imposition of appropriate discipline to any County employee who engages in retaliation.

RESPONSIBILITIES

Employees:

- Comply with this policy; and
- Report incidents of abusive conduct, either as a victim or a witness, to the supervisor or manager or to the department's human resources division.

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Managers and supervisors:

- Ensure that all employees are aware of the policy against abusive conduct in the workplace and familiar with reporting procedures;
- Monitor the work environment to ensure that any incident of abusive conduct in the workplace is investigated regardless of whether a complaint of abusive conduct has been received;
- Provide leadership and act as a role-model by demonstrating appropriate professional behavior;
- Immediately stop conduct that potentially violates this policy and take immediate administrative action to terminate such conduct; and
- Report incidents of abusive conduct in the workplace to the department's human resources division.

AUTHORITY

- Countywide Policies, Procedures, and Guidelines (<http://dhr.mylacounty.info/PPG.asp>):
 - PPG 512: Professional Appearance in the Workplace
 - PPG 620: Violence in the Workplace
 - PPG 810: Ordered Absence from Regular Work Location
 - PPG 812: County Policy of Equity
 - PPG 910: Employees' Cooperation in the Administrative Investigation Process
 - PPG 1040: Countywide Policy and Disciplinary Guidelines on Abuse of Telecommunications Equipment and Services
 - PPG 1041: Countywide Policy and Disciplinary Guidelines on Inappropriate Employee Conduct Toward Members of the Public
 - PPG 1042: Countywide Policy and Disciplinary Guidelines on Inappropriate Employee Conduct of a Sexual Nature Toward or in the Presence of Members of the Public
- County of Los Angeles Employee Handbook
- Countywide Discipline Guidelines

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- Board of Supervisors (BOS) Policy Manual # 6.101
- BOS Policy Manual # 6.104
- BOS Policy Manual # 6.105
- BOS Policy Manual # 9.020
- California Government Code 12950.1(b)

DATE ISSUED/REVIEW DATE

Original Issue Date: 12/21/2017

APPENDIX B

STATEMENT OF WORK AS-NEEDED NON-TECHNICAL STAFFING SERVICES

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1.0 SCOPE OF WORK

The Department of Registrar-Recorder/County Clerk (Department) requires the services of Contractors for the placement of Contractor staff to perform As-Needed Non-Technical Staffing Services on a temporary basis in the Department's headquarters and/or other designated work locations throughout the County of Los Angeles (County), including but not limited to Vote Centers (VCs) and Mobile VCs, prior to, during, and after an election. Assignment durations will range for a period of not to exceed ninety (90) days per Government Code 31000.4, with shifts to include day, evening and/or night hours, as applicable, as well as weekdays, weekends, and holidays, and may require overtime that will be coordinated with the County Non-Technical Staffing Services Project Manager or designee for each assignment.

2.0 WORK ORDER PROCESS

The Department requires the services of Contractor to provide placement of temporary Contractor staff for an array of temporary work assignments to various bureaus and facilities within the County. Temporary Contractor staff shall be used for any peak load, temporary absence, or emergency other than labor disputes. Temporary Contractor staff may be referred to as "Contractor staff" or "assigned staff" from time to time.

2.1 Upon determination by County to request temporary Contractor staff, it is County's intent to issue a Work Order to all Active Contractors. However, based on the needs of the County, the Department has the sole discretion to issue a Work Order to any and all of the Active Contractors at the same time.

2.2 Work Order Process

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

2.2.1 Work Orders shall be issued to Active Contractors. The County may issue the same number of work orders as there is Active Contractors on Master Agreement #19-003 For As-Needed Temporary Staffing Purposes (MA) per election cycle depending on the size and scope of the project.

2.2.2 Work Orders shall contain the following:

1. Contractor's Name
2. Work Order Number
3. Tentative Start Date and End Date (Election Period)
4. Service Classification
5. Number of Temporary Contractor Staff Required
6. Assignment Work Schedule
7. Assignment Duration
8. Assignment Description Summary
9. Special Requirements (e.g., multilingual, driving, etc.)
10. Work Location & Orientation Location
11. Date Work Order Section I is Due from Contractor

2.2.3 Contractor must respond within three (3) calendar days of Work Order issuance if the Work Order can be fulfilled in full or partially.

2.2.4 Department will provide the listed documents to the Contractor:

- Contractor Staff Information and Roster
- Applicable Department policies
- Exhibit G2 Master Agreement Workorder As-Needed Non-Technical Staffing Services
- Exhibit H1 Certificate of Employee Status,
- Exhibit H2 Certification of Non-Conflict of Interest,
- Exhibit H3 Contractor Acknowledgment and Confidentiality Agreement

Upon receipt of the document listed above, the Contractor has one (1) business day to acknowledge receipt of documents and fourteen (14) business days prior to the Work Order start date to provide a list of names of Contractor staff available to perform services under the Work Order.

2.2.5 Failure of Contractor to provide a written response and provide the required documentation within the specified timeframe listed in the Work Order, shall disqualify Contractor for that specific Work Order.

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

2.3 Exceptions by County

County Non-Technical Staffing Services Project Manager may select an additional Active Contractor as “on-call” to provide an alternative plan to the selected Active Contractor(s) in the case that the selected Active Contractor is incapable of providing the required job classification in fulfillment of Department’s Work Order requirements.

3.0 SPECIFIC WORK REQUIREMENTS

As a result of new and amended requirements in election law and regulations including the requirement to mail a vote-by-mail ballot to every registered voter in the County in each election and the increase in the number of days in which County voters are able to vote during each election, the Department is seeking qualified Vendors to enter into the MA with the County, to provide the Department with non-technical support workers to provide services in support of the administration of elections in the County.

Vendors may seek to qualify in one or more of the following classifications of temporary non-technical services. The County reserves the right to add and/or delete Service Classifications of temporary non-technical staffing services throughout the term of the MA.

3.1 General Clerical Services

This position will work under an assigned supervisor on a variety of clerical assignments essential to conducting election functions of the Department. This is a designated sensitive position for background investigation and security purposes. Typical duties include, but are not limited to:

- Opening, sorting, and processing incoming mail;
- Assembly of election materials;
- Data entry, searching and processing using election management software;
- Operating voting equipment (i.e., electronic pollbooks, ballot printers, and ballot marking devices (BMDs) at VCs) and various office machines or equipment (i.e., printers, computers, etc.)
- Answering voter/customer questions over the telephone; and
- Greeting, directing and assisting customers/voters.

Requirements

This Service Classification – requires, at a minimum - the following knowledge, skills, and abilities:

- Strong customer service and communication skills;
- Experience using office equipment such as computers, scanners, fax machines and printers;
- Basic keyboarding skills, including the ability to type at the rate of 25 words per minute;
- Physical Class – 1 Light, which may include occasional light lifting to a 10-pound limit, and some bending, stooping, or squatting; considerable walking and standing may be involved;
- Strong attention to detail;
- Ability to work in a fast-paced environment; Ability to sit or stand for periods of 2-3 hours; and
- Ability to work extended and/or weekend hours.

EDUCATION

High school diploma or equivalent.

LICENSE

When required, a valid California Class C Driver's License to carry out job-related essential functions.

Staff may be assigned to work in an office, warehouse, VCs, or County facility throughout the County Assignments may last for a period not to exceed ninety (90) days per Government Code 31000.4.

3.2 Multilingual Clerical Services

This position will work under an assigned supervisor on a variety of assignments essential to conducting election functions of the Department. This is a designated sensitive position for background investigation and security purposes. Typical duties include, but are not limited to:

- Proofreading of English and/or translated ballot material content in various forms;
- Translation of various election related materials from English to the required language;
- Audio recording of ballots in the required language;
- Providing customer service in the required language;
- Recruiting multilingual volunteers to serve at VCs; and
- Data entry and data processing using election management software.

Requirements

This Service Classification requires the following knowledge, skills, and abilities:

- Performance of specialized functions requiring the ability to fluently read, write, and speak in English and one or more of the following languages including, but not limited to: Armenian, Bengali, Burmese, Chinese (Cantonese and Mandarin), Farsi, Gujarati, Hindi, Indonesian, Japanese, Khmer, Korean, Mongolian, Persian, Russian, Spanish, Tagalog/Filipino, Telugu, Thai, and Vietnamese.¹

¹ *The languages identified herein represent the language requirements applicable at this time, but the County may be subject to additional language requirements under law, including, but not limited to, California Elections Code section 14201, and may seek staff with additional linguistic capabilities.*

- Demonstrated strong oral and written communication skills;
- Demonstrated strong customer service skills;

- Physical Class – 1 Light, which may include occasional light lifting to a 10-pound limit, and some bending, stooping, or squatting; considerable walking and standing may be involved;
- Strong attention to detail;
- Basic computer and keyboarding skills, including, but not limited to, modifying PDF and Excel files; and
- Ability to work in a fast-paced environment.

EDUCATION

N/A

LICENSE

When required, a valid California Class C Driver's License to carry out job-related essential functions.

Staff may be assigned to work in an office, warehouse, VC, or County facility throughout the County. Assignments may last for a period not to exceed ninety (90) days per Government Code 31000.4.

3.3 Supervisory Clerical Services

This position oversees the operations of a VC or other elections operations, and the staff assigned to it. This is a designated sensitive position for background investigation and security purposes. Typical duties include, but are not limited to:

- Opening, sorting, and processing incoming mail;
- Assembly of election materials;
- Data entry, searching and processing using election management software;
- Coordinating the opening and closing of the VC;
- Serving as the primary point of contact for their assigned VC by communicating issues to Department headquarters and designated staff;
- Delegating tasks, assigning roles, and setting break schedules;
- Answering staff and voter questions;
- Transporting ballots and election supplies to designated collection centers at the end of each shift;
- Training staff and providing technical guidance;

- Assigning and reviewing the work of election support workers;
- Tracking election support worker attendance and performance; and
- Performing timekeeper duties.

Requirements

This Service Classification requires - at a minimum - the following knowledge, skills, and abilities:

- Prior supervising experience;
- Demonstrated strong leadership/supervisory skills;
- Demonstrated strong customer service and communication skills;
- Experience using office equipment such as computers, scanners, and printers;
- Basic keyboarding skills, including the ability to type at the rate of 25 words per minute;
- Physical Class – 1 Light, which may include occasional light lifting to a 10-pound limit, and some bending, stooping, or squatting; considerable walking and standing may be involved;
- Strong attention to detail;
- Ability to work in a fast-paced environment;
- Ability to transport materials using personal vehicle;
- Bilingual skills may be required for certain positions; and
- Ability to work extended and/or weekend hours.

EDUCATION

High school diploma or equivalent.

LICENSE

When required, a valid California Class C Driver's License to carry out job-related essential functions.

Desirable Qualifications/Experience:

Prior election experience.

Staff may be assigned to work in an office, warehouse or VC, or other temporary environment. Assignments may last for a period not to exceed ninety (90) days per Government Code 31000.4.

3.4 Warehouse Services

This position will perform election material maintenance, assembly, and processing functions in a warehouse environment. This is a designated sensitive position for background investigation and security purposes. Typical duties include, but are not limited to:

- Processing ballot materials through specialized machinery;
- Handling, logging and packaging materials;
- Loading and unloading ballot boxes from rolling cages and trucks;
- Examine and inspect ballot boxes for damage and tampering;
- Sealing, labeling and scanning ballot boxes;
- Lifting and moving ballot boxes to next workstation;
- Loading and unloading of materials from assigned vehicle;
- Completion of required forms documenting transfer of materials;
- Use of scanners or similar equipment; and
- Assist with preparation of materials for loading or after unloading within a warehouse environment.

Requirements

This Service Classification requires - at a minimum - the following knowledge, skills, and abilities:

- Physical Class – 3 Moderate, which requires the ability to stand or walk most of the time, with bending, stooping, squatting, twisting, reaching, working on irregular surfaces, occasional lifting of objects weighing over 25 pounds, and frequent lifting of 10 – 25 pounds;
- Basic computer skills; and
- Ability to use a scanner or similar device to scan materials into tracking database.

EDUCATION

High school diploma or equivalent.

LICENSE

When required, a valid California Class C Driver's License to carry out job-related essential functions.

Staff may be assigned to work in an office, warehouse, VC, other temporary environment, or County facility throughout the County. Some positions may require the ability to work outdoors, in various weather conditions. Assignments may last for a period not to exceed ninety (90) days per Government Code 31000.4.

3.5 Supervisory Warehouse Services

This position oversees staff responsible for the collection and tracking of essential election materials to conduct election functions. This is a designated sensitive position for background investigation and security purposes. Typical duties include, but are not limited to:

- Overseeing staff assigned to a mobile, flex, or pop-up unit;
- Overseeing and assisting with the set up and breakdown of mobile, flex, pop-up units;
- Overseeing the collection of ballots from VCs and Vote by Mail Drop-Box locations;
- Overseeing the completion of logs and forms during the collection process;
- Using scanners to track assets; and
- Serving as point of contact during the voting period for assigned staff.

Requirements

This Service Classification, requires - at a minimum - the following knowledge, skills, and abilities:

- Ability to work outdoors and in various weather conditions;
- Ability to work extended hours, including weekends and holidays;
- Strong leadership/supervisory skills;
- Strong customer service and communication skills;

- Physical Class – 4 Arduous, which involves frequent heavy lifting over 25 pounds, often combined with bending, twisting, or working above ground on irregular surfaces; and
- Ability to use a scanner or similar device to scan materials into tracking database.

EDUCATION

High school diploma or equivalent.

LICENSE

A valid California Class C Driver's License to carry out job-related essential functions.

Potential staff must meet the restrictions outlined in the DMV Mainframe Driving Record Checklist (Exhibit 3). The County reserves the right to request a copy of the DMV Record Printout of any Contractor staff who are assigned to perform work with the County under this MA.

Desirable Qualifications/Experience

Prior election experience.

Staff may be assigned to work in an office, warehouse, VC, other temporary environment, or County facility throughout the County. Some positions may require the ability to work outdoors, in various weather conditions. Assignments may last for a period not to exceed ninety (90) days per Government Code 31000.4.

3.6 Warehouse-Driving Services

This position will transport election materials and/or equipment, assist with loading and unloading of supplies, and perform election related functions. This is a designated sensitive position for background investigation and security purposes. Typical duties include, but are not limited to:

- Driving County vehicles, passenger vans, box trucks, and/or trucks up to twenty-six (26) feet in length, to deliver and/or retrieve election materials from various locations;
- Loading and unloading of materials from assigned vehicle;
- Completion of required forms documenting transfer of materials;
- Use of scanners or similar equipment; and
- Assist with preparation of materials for loading or after unloading within a warehouse environment.

Requirements

This Service Classification requires - at a minimum - the following knowledge, skills, and abilities:

- Physical Class – 4 Arduous, which involves frequent heavy lifting over 25 pounds, often combined with bending, twisting, or working above ground on irregular surfaces;
- Ability to climb in and out of truck cabs;
- Ability to work outdoors and in various weather conditions; and
- Ability to work extended hours, including weekends and holidays.

EDUCATION

High school diploma or equivalent.

LICENSE

A valid California Class C Driver's License to carry out job-related essential functions.

Potential staff must meet the restrictions outlined in the DMV Mainframe Driving Record Checklist (Exhibit 3). The County reserves the right to request a copy of the DMV Record Printout of any Contractor staff who are assigned to perform work with the County under this MA.

Desirable Qualifications/Experience

Six months of full-time experience driving a truck, van, or box truck in pick-up or delivery service.

Staff may be assigned to work in an office, warehouse, VC, other temporary environment or County facility throughout the County. Some positions may require the ability to work outdoors, in various weather conditions. Assignments may last for a period not to exceed ninety (90) days per Government Code 31000.4.

4.0 HOURS/DAYS OF WORK

4.1 The Department will provide a list of County-recognized holidays.

4.2 The Department requires the services of Contractors for the placement of temporary Contractor staff in the Department prior to, during and after an election. Assignment durations will be for a period not to exceed ninety (90) days per Government Code 31000.4, with shifts that can vary depending on the position and the proximity to an election and include day, evening and/or night hours, as applicable, as well as weekdays, weekends, and holidays, and may require

frequent overtime that will be coordinated with the County Non-Technical Staffing Services Project Manager for each assignment.

- 4.3 Accepted Contractor staff shall be assigned to work at various locations throughout the County as identified on the Work Order and shall be required to work alternative working hours if needed. Working days/hours are generally between Monday through Sunday, from 6:00 a.m. until 12:00 a.m. Pacific Standard Time (PST), which consists of multiple shifts, including County recognized holidays. Working hours may vary, depending on the assigned work, work location and days within the election cycle. Under certain circumstances, temporary Contractor staff may be required to work holidays and weekends.

5.0 WORK SCHEDULES

Contractor staff may be assigned to work in an office, warehouse, mobile/flex/pop-up unit, and/or a temporary VC environment, depending on their position and will be responsible for their own transportation to and from assigned training and worksites, which may be located anywhere within the County.

6.0 UNSCHEDULED WORK

- 6.1 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.
- 6.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Statement of Work, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

7.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 7.1 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the MA.
- 7.2 County may increase or decrease the number of facilities and locations for work assignments. All facilities will be located throughout the County. County shall provide the Contractor with any updated Facility Location List before any services are requested.

8.0 RESPONSIBILITIES

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

COUNTY

8.1 Administration

The County will administer the MA according to the MA, Paragraph 6.0, Administration of MA - County. Specific duties will include:

- 8.1.1 Monitoring the Contractor's performance in the daily operation of this MA.
- 8.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 8.1.3 Preparing Amendments in accordance with the MA, Paragraph 8.0 Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.
- 8.1.4 The County shall not provide materials, equipment and/or services necessary to operate this MA except as listed below:

- The County will provide all office equipment necessary to perform the services described in this MA.
- In the event the Contractor assigned staff damages County equipment and/or facility by reason of abuse or carelessness as determined by the County, the Contractor will repair or replace as determined by the County, any and all damages to equipment and/or facility within fifteen (15) calendar days. In the event the Contractor does not repair or replace equipment or damage to the facility, the County will do so and will charge the Contractor for all expenses by deducting such payment from the Contractor's invoice(s).
- Parking for Contractor staff will be provided when available. In the event, a work location requires paid parking, the Contractor will be responsible for paying the parking fee. The County is not responsible for paying the parking fee.
- The County is not responsible for any damages to vehicles owned by the Contractor or the Contractor's staff.
- The County will provide vehicles to Contractor staff hired for an assignment that requires driving as a primary function, in order to complete work duties in support of the conduct of elections in the County, including, but not limited to, deployment of the materials and equipment to various facilities and picking up of ballots from vote by mail ballot drop boxes.

Otherwise, Contractor assigned staff are responsible for providing their own transportation to and from assigned training and work locations.

- The County reserves the right to have the County's Non-Technical Staffing Services Program Manager or designee interview any or all prospective employees of the Contractor.

8.2 Supporting Documentation for Timecards

The County will administer the MA according to the MA, Paragraph 6.0 Administration of MA - County. Specific duties will include:

- 8.2.1 Monitoring the Contractor's performance in the daily operation of this MA.
- 8.2.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 8.2.3 Preparing Amendments in accordance with the MA, Paragraph 8.0 Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.
- 8.2.4 For security and verification purposes, Contractor assigned staff shall sign in-and-out daily on the County (Requestor of Service) weekly timesheet. Each week the County's supervisor(s) will verify and sign the timesheet which will list all of the Contractor assigned staff per Work Order. The Supervisor shall forward the timesheet(s) to the County Non-Technical Staffing Services Project Manager or designee weekly. The weekly timesheet period shall commence Monday through Sunday.
- 8.2.5 All Timecards must list the following information:
 - Assigned staff's last and first name;
 - Date of each work day within the week;
 - Start and end time of hours worked;
 - Total number of hours worked for each day; and
 - Supervisor's signature, validating accuracy of hours worked.

8.3 Furnished Items

- County Election Schedules
- County Election Calendars
- Vehicles for drivers only for driving positions
- Locations of worksites
- All materials/equipment to provide the needed services.
- County shall provide training programs for all new staff and continuing in-service training for all staff as it relates to specialized work assignments.
- All staff shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All staff must wear safety and protective gear according to OSHA standards if needed.

CONTRACTOR

8.4 Project Manager

- 8.4.1 Contractor shall provide a full-time Contractor Project Manager or designated alternate. County must have access to the Contractor Project Manager during normal business hours, Monday through Friday, 8:00 A.M. to 5:00 P.M. PST.

Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hours per day basis during an election cycle.

- 8.4.2 Contractor Project Manager shall have a minimum of five (5) years of experience providing placement of temporary staff.
- 8.4.3 Contractor Project Manager shall act as a central point of contact with the County.
- 8.4.4 Contractor Project Manager or their alternate (as approved by the County) shall have full authority to act for Contractor on all matters relating to the daily operation of the MA. Project Manager or their alternate shall be able to effectively communicate, in English, both orally and in writing.
- 8.4.5 Contractor Project Manager shall monitor and supervise assigned staff's performance and delivery of the required services in conjunction with the County.
- 8.4.6 Contractor Project Manager shall follow-up with County Non-Technical Staffing Services Project Manager or designee to ensure the services rendered met the Work Order requirements.
- 8.4.7 Contractor shall provide written notification to County Non-Technical Staffing Services Project Manager or designee prior to any change of Contractor Project Manager and shall comply with the requirements of the MA.

8.5 Contractor Staff

- 8.5.1 Contractor shall provide the most qualified staff for each job or service classification based on education, work experience, certification/license, background, potential abilities, interpersonal skills, and aptitude. If the County determines that the Contractor staff do not meet County needs then the Contractor will provide a replacement within twenty-four (24) hours.
- 8.5.2 Contractor will be required to provide a list of proposed Contractor staff within fourteen (14) days prior to the start of the assignment. If the required list of Contractor staff is not provided forty-eight (48) hours prior to the start of the assignment, the RR/CC reserves the right to cancel the Work Order with Contractor and procure services from other sources.
- 8.5.3 Contractor shall ensure a sufficient number of Contractor staff is available to perform the required work per the Work Order request.
- 8.5.4 Contractor shall be required to conduct background checks for their staff as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the MA.
- 8.5.5 The Contractor shall provide the County's Work Order Director with a current list of Contractor staff for each Work Order and keep this list updated throughout the MA period.

- 8.5.6 The Contractor shall ensure assigned staff is eighteen (18) years of age or older to fulfill the required services.
- 8.5.7 Contractor shall be responsible for submitting approved staff timesheets as supporting documentation to the Work Order along with each invoice for payment.
- 8.5.8 Contractor shall abide by the Fair Labor Standards Act (FLSA) and all applicable local, State, and Federal wage and labor laws as they relate to minimum wage, meal periods, rest breaks, overtime pay, recordkeeping and youth employment standards.
- 8.5.9 Contractor shall maintain all employment records for its staff for providing services under this MA and in accordance with applicable local, State, and Federal laws.
- 8.5.10 Pursuant to Government Code Section 31000.4, Contractor staff utilized for the temporary services under this MA will be placed in an individual assignment for a maximum period of no more than ninety (90) days at a time. Contractor and County shall work to ensure the County's use of any individual temporary Contractor staff is limited to a period not to exceed ninety (90) days for any single peak load, temporary absence or emergency situation. Any use of an individual temporary Contractor staff exceeding ninety (90) days shall be due to temporary work to be performed in a separate, or another peak load, temporary absence or emergency situation, as applicable.
- 8.5.11 Contractor staff assigned to perform MA work shall undergo and pass a Federal Bureau of Investigation (FBI) and California Department of Justice (DOJ) background check at the Contractor's expense to the satisfaction of the County, in accordance with the County of Los Angeles Department of Human Resource's Designation of Sensitive Positions and Conviction History Assessments (Exhibit 2). The County reserves the right to request a copy of the background check of any Contractor staff assigned to perform work with the County under this MA.
- 8.5.12 For positions with a driving requirement, the Contractor must verify that the potential staff has a valid California Driver's License through a current DMV Record Printout. The Contractor must also review the printout to ensure the potential staff meets the restrictions outlined in the DMV Mainframe Driving Record Checklist (Exhibit 3). The County reserves the right to request a copy of the DMV Record Printout of any Contractor's staff assigned to perform work with the County under this MA.
- 8.5.13 Contractor assigned staff must adhere to County's Policy A3-25 - "Appropriate Workplace Attire" and Reference Guide when working in County or County occupied facilities (Exhibit 4).

- 8.5.14 Contractor assigned staff must observe their scheduled working hours.
- 8.5.15 Contractor staff will be required to complete an orientation prior to commencing work with the County.
- 8.5.16 Contractor assigned staff shall not bring visitors into any County facilities or assigned worksite under this MA.
- 8.5.17 Contractor assigned staff shall not bring any form of weapons or contraband to County facilities or any assigned worksite.
- 8.5.18 Contractor assigned staff must adhere to County's Policy A3-14- "Drug Free Workplace" (Exhibit 5) and shall not bring any alcohol or drugs or be under the influence of alcohol or drugs when in or on County or County occupied facilities.
- 8.5.19 Contractor assigned staff must adhere to County's Policy Number 809 "Courtesy and Respect In The Workplace" (Exhibit 6) and conduct themselves in a professional manner at all times; shall not cause disturbance in any County facility or County assigned worksite; and otherwise are subject to all rules and regulations of the Department while in the workplace.
- 8.5.20 All Contractor staff performing work under the MA shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the County, the Contractor shall immediately remove any of the Contractor staff from working on this MA. The County reserves the right to bar any of the Contractor staff from performing work on this MA.
- 8.5.21 At the County's request, the Contractor shall immediately remove any Contractor staff who is performing the MA work in an unsatisfactory manner. The County shall not be required to state the reason or otherwise justify its demand. Due to operational demands, the Contractor shall notify the County of the acceptable replacement twenty-four (24) hours prior to the scheduled start time.
- 8.5.22 While at the workplace, Contractor staff shall be subject to all applicable public health orders, mandates, statutes, rules, regulations, protocols, policies and procedures required by Federal, state, and local authorities, or by the Department.

8.6 Identification Badges

- 8.6.2 Contractor shall ensure their staff is appropriately identified as set forth in subparagraph 7.4 – Contractor's Staff Identification, of the MA.

8.7 Materials and Equipment

The purchase of all materials/equipment to provide the Contractor's needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the staff.

Contractor shall provide and maintain, at the Contractor's sole expense, all of Contractor's working materials/documents including, but not limited to, forms, Contractor's timesheets, and any payroll or timekeeping systems.

8.8 Transportation

Contractor staff is responsible for their own transportation to and from the assigned worksite. County vehicles will be provided for some driving assignments, but the vehicles may not be used for personal use or commuting to or from the worksite.

8.9 Training

8.9.1 Contractor shall provide training programs for all new staff and continuing in-service training for all staff.

8.9.2 All Contractor staff shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All assigned staff must wear safety and protective gear according to applicable state and federal safety requirements, including Cal/OSHA standards.

8.10 Pre-Screened Contractor Staff

8.10.1 Contractor shall pre-screen and qualify all Contractor staff assigned to provide services under a Work Order. Documentation of the pre-screened Contractor staff must be on Contractor's letterhead/stationary. Contractor shall attach pre-screened documentation of the staff as described in Exhibit G2 of the Master Agreement.

8.10.2 Any expense associated with performing the pre-screening of Contractor staff shall be at the expense of Contractor, regardless if Contractor staff is accepted or not by Department.

8.10.4 Contractor shall complete Section I of the Work Order and return to the County Non-Technical Staffing Services Project Manager or designee with the attached pre-screen documentation and Exhibits G1, G2, and G3 before Work begins, of the Master Agreement for each staff assigned to the Work Order, no later than the date indicated on Exhibit G2 of the Work Order.

8.11 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 P.M. to 5:00 P.M. PST, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the

Contractor's performance of the MA. When the office is closed, an answering service shall be provided to receive calls and be able to forward calls to the Contractor Project Manager(s). **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

9.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the MA. The plan shall be submitted as part of the proposal. An updated copy must be provided to the County Master Agreement Project Director within two (2) weeks of the MA start date and as changes occur. The original plan and any future amendments are subject to County review and approval and shall include, but is not limited to, the following:

- 9.1 Method of monitoring to ensure that MA requirements are being met. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes acceptable.
- 9.2 A record of all inspections and reviews conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.
- 9.3 The methods for ensuring uninterrupted service to the County in the event of a strike of the County's or the Contractor employees or any other unusual occurrence (i.e., power loss or natural disaster) which would result in the Contractor being unable to perform contracted work.
- 9.4 The methods for maintaining security of records, and the methods for preventing the loss or destruction of data.

10.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this MA using the quality assurance procedures as defined in this MA,

Paragraph 8.0 Standard Terms and Conditions, Paragraph 8.15, County's Quality Assurance Plan.

10.1 Meetings

Contractor is required to attend scheduled meetings as requested by the County to discuss service levels. Failure to attend will cause an assessment of \$100 dollars per meeting.

10.2 Master Agreement Discrepancy Report (Exhibit J of Appendix C)

Verbal notification of a Master Agreement discrepancy will be made to the County Master Agreement Project Director as soon as possible whenever a Master

Agreement discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Master Agreement Project Director will determine whether a formal Master Agreement Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Master Agreement Project Director within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Master Agreement Discrepancy Report shall be submitted to the Master Agreement Project Director within seven (7) business days.

10.3 County Observations

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

11.0 GREEN INITIATIVES

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

11.2 Contractor shall notify County Non-Technical Staffing Services Project Manager of Contractor's new green initiatives prior to the MA commencement or during the MA term.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements Summary (PRS) chart, Exhibit 5 of Appendix B Statement of Work (Non-Technical Staffing Services), lists required services that will be monitored by the County during the term of this MA and is an important monitoring tool for the County. The chart should:

- Reference section of the MA;
- List required services;
- Indicate method of monitoring; and
- Indicate the deductions/fees to be assessed for each service that is not satisfactory.

All listing of services used in the PRS are intended to be completely consistent with the MA and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the MA and the SOW. In any case of apparent inconsistency between services as stated in the MA and the SOW and the PRS, the meaning apparent in the MA and the SOW will prevail. If any service apparently identified or created in the PRS is not clearly and forthrightly set forth in the MA and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

A standard level of performance will be required of the Contractor for the required services. The PRS summarizes the required services, performance standards, maximum allowable deviation for the standards, methods of surveillance to be used by the County, and liquidated damages to be imposed for unacceptable performance. The County will evaluate the Contractor's performance under this MA using the quality assurance procedure specified in the PRS, or other such procedures as may be necessary to ascertain Contractor compliance with this MA. Failure of the Contractor to achieve this standard can result in an assessment of liquidated damages against the Contractor's payment as determined by the County.

When the Contractor's performance does not conform to the requirements of the MA, the County will have the option to apply the following non-performance remedies:

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

APPENDIX B

STATEMENT OF WORK EXHIBITS AS-NEEDED NON-TECHNICAL STAFFING SERVICES

TO:**FROM:****DATES:****Prepared:** _____**Returned by Contractor:** _____**Action Completed:** _____**DISCREPANCY PROBLEMS:** _____

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

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

Signature of County Representative_____
Date**COUNTY ACTIONS:** _____

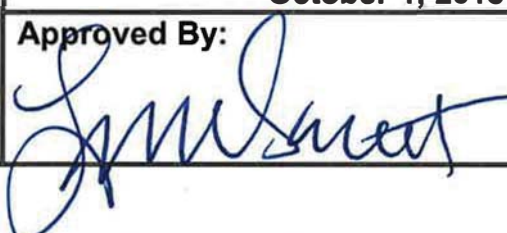
_____**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____



County of Los Angeles
Department of Human Resources
POLICIES, PROCEDURES, AND GUIDELINES

Subject: DESIGNATION OF SENSITIVE POSITIONS AND CONVICTION HISTORY ASSESSMENTS	Policy Number: 514	Pages: 14
	Effective Date: October 1, 2018	
	Approved By: 	

PURPOSE

Los Angeles County (County) is a *Fair Chance* employer. The purpose of this policy and procedure is to provide guidelines to departments regarding access to conviction history information in connection with employment and placement in sensitive positions.

Unless an exemption applies, applicants, which includes persons applying for employment with the County and current employees applying for a different position within the County will not be asked to provide conviction history information until **after** a department has made a conditional offer of employment. This policy and procedure provides guidance to departments regarding how an applicant's conviction history information is obtained and considered in the hiring process after an applicant has received a conditional offer of employment.

BACKGROUND

On November 10, 1998, the Board adopted a resolution allowing the Director of Personnel and each appointing authority to access local and State summary conviction history information for employment purposes for individuals working in sensitive positions.

On November 25, 1998, the Department of Human Resources (DHR) issued policy and procedures to implement the Board's resolution and provided guidelines on the designation of sensitive positions.

On August 4, 2009, the Board approved a new resolution providing the authority to expand State and local-level access to summary conviction history information to the federal level for employment purposes including volunteers and contract personnel.

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and Conviction History Assessments****Policy Number: 514
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On September 15, 2009, the California Department of Justice (DOJ) approved the County's authority to access local, State, and federal-level conviction history information for employment purposes in accordance with Penal Code Section 11105. The expanded provision for federal-level review was first implemented for executive-level employment applicants and employees.

On March 12, 2013, the Board approved an expansion of the County's conviction background check program to include a federal-level review for all current and prospective employees and designated volunteers and contract personnel in sensitive positions. The implementation and completion of the new Live Scan requirement will be the responsibility of each department.

On July 11, 2017, the Board approved a motion to adopt a Fair Chance Ordinance which would require the development of a Fair Chance Review Process to be implemented by all departments prior to taking an adverse employment action against applicants who have prior conviction history. This policy provides procedures and guidance regarding the review process.

Effective January 1, 2018, the Legislature added Section 12952 to the Government Code, which regulates an employer's ability to make hiring decisions based on an applicant's conviction history, and repealed Section 432.9 of the Labor Code. This policy provides procedures and guidance so departments can properly comply with this section of the Government Code.

POLICY

The County is authorized to access local, State and federal-level summary conviction history information from the DOJ and FBI for purposes of employment in sensitive positions, including placement of volunteers and contract personnel. Fingerprinting for the background check will be conducted using Live Scan to capture and electronically transmit fingerprints to the DOJ and the FBI.

Departments shall not place a person in a sensitive position if the person has been convicted of a felony or a misdemeanor, except that such conviction may be disregarded if, after conducting an individualized assessment, it is determined that there are mitigating circumstances or the conviction is not related to the position and poses no threat or risk to the County or public.

Further, departments shall consider as sensitive any position involving duties which pose a potential threat or risk to the County or to the public when performed by persons who have a conviction history incompatible with those duties, whether those persons are employees of the County employees, volunteers, or perform those services pursuant to contract.

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Unless an exemption applies as detailed below, it is an unlawful employment practice for the County or any of its departments to do any of the following:

- Require an applicant to complete a "Candidate Conviction History Questionnaire" (CCHQ) or similar form¹, or otherwise include on any application for employment any question seeking the disclosure of an applicant's conviction history, before making a conditional offer of employment to an applicant.
- Inquire into or consider the conviction history of an applicant before a conditional offer of employment has been made to the applicant.
- Consider, distribute, or disseminate information about an arrest not followed by a conviction, except in circumstances as permitted in Labor Code Section 432.7.
- Inquire, consider, distribute, or disseminate information about an applicant's referral to, or participation in, a pretrial or post trial diversion program.
- Inquire, consider, distribute, or disseminate information regarding convictions which have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law.
- Interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under Government Code Section 12952.

Exemptions

This policy does not apply to positions for which a department is otherwise required by law to conduct a conviction history background check or to positions where the County is required by any local, State, or federal law to restrict employment based on criminal history. Such positions include, but are not limited to, positions within a criminal justice agency, as the term is defined by Penal Code Section 13101; or positions involving access to or care of children per Welfare and Institutions Code 16501. With regards to these positions, departments may continue to ask for conviction history information on the employment application form.

GUIDELINES**Positions Subject to Background Checks**

Local, State, and federal conviction history background information must be secured for new hires, rehires, reinstatements, current employees who transfer or are promoted to sensitive positions, as well as volunteers and contract personnel placed in sensitive positions. The following may be used as a guide to help determine when employees, applicants, volunteers, or contract personnel must be fingerprinted:

¹ While the use of a CCHQ or similar form is not prohibited if used **after** a conditional offer of employment has been made to an applicant, such forms are neither required nor recommended for use and have been eliminated from the Live Scan and background check process.

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- Applicants for unclassified executive positions (Department Heads, Departmental Human Resources Managers [DHRMs], and other executive positions in the DHRM's chain of command such as Administrative Deputy and Chief Deputy Director) will have local, State, and federal conviction background checks performed by DHR prior to appointment.
- All other current and prospective employees shall undergo the existing conviction background check process for local, State, and federal summary conviction history information.
- For promotional appointments, a new Live Scan shall be conducted on employees who have not previously received a Live Scan and/or do not have an active record with the DOJ in the promoting department.²
- For interdepartmental transfers, a new Live Scan of the employee shall be conducted, in order for the new department to receive *Subsequent Arrest Notifications* (An interdepartmental transfer refers to the change of an employee from a position in one department to another position in a different department pursuant to Civil Service Rule 15.02, *Interdepartmental transfers*).²
- For intradepartmental reassignments and transfers, the employee does **not** need a Live Scan again if the employee previously received a Live Scan and has an active record with the DOJ. However, the department must conduct a new evaluation if the employee has a conviction history to determine job suitability by comparing the nature of the offense(s) in relation to the duties of the new position.²
- Recurrent employees who are not on a reemployment list and temporary recurrent employees who work for the County on an ongoing basis shall receive a Live Scan.
- Volunteers and contract personnel subject to the conviction background check process, including the need for a Live Scan, are those who have sensitive position assignments in County facilities or sensitive positions outside, such as positions having remote access to medical and conviction information via electronic means.
- Volunteers and contract personnel who do not fall into designated sensitive positions do not need a Live Scan, unless otherwise required or necessary due to the proximity or risk to the public (e.g., public parks). Such non-sensitive positions may include contracts that relate to commodity agreements (e.g., supplies, equipment acquisitions, and deliveries), office equipment repair, short-term and/or supervised consultant or professional services (e.g., training), construction or Job Order Contracting, and facilities services (e.g., landscaping, pest control, asbestos abatement, and waste removal).

² Currently, no *Subsequent Arrest Notifications* are available from the FBI. Should a department require current FBI conviction history information for employees changing jobs, a new Live Scan would be necessary.

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Exempt Positions:

- Compensated election personnel who work less than three (3) days per election.
- Minors under the age of 14; and at the discretion of the appointing power, minors 14 years of age and older who work under constant supervision of a permanent County employee.
- All volunteers who work less than three (3) days for each event or period of service.
- Elected officials.

Designation of Sensitive Positions

All departments shall maintain a list of all positions, volunteers, and contract personnel designated for conviction background checks for periodic review by DHR. To assist departments, DHR has established the following categories based on positions with similar work functions:

- Positions involving the care, oversight, or protection of persons through direct contact with such persons (e.g., Children's Social Worker, Home Nursing Attendant, Lifeguard, Juvenile Crew Instructor, Clinic Driver, Deputy Public Guardian).
- Positions with direct or indirect access to funds or negotiable instruments (e.g., Assistant Deputy Director, Chief Investment Officer, Finance Manager, Portfolio Manager, Deputy Purchasing Agent, Cashier).
- Positions requiring state and/or professional licensing (e.g., Attorney, Physician, Registered Nurse, Certified Public Accountant, Pharmacist, Physical Therapist).
- Positions involving public safety and/or law enforcement (e.g., Deputy Sheriff, Safety Police Officer, Probation Officer, Public Health Investigator, Environmental Health Specialist).
- Positions with access to or charge for drugs or narcotics (e.g., Pharmacist, Pharmacist Technician, Pharmacy Helper, Physician, Registered Nurse).
- Positions with access to confidential or classified information including conviction information (e.g., Departmental Human Resources Manager, Welfare Fraud Investigator, Psychiatric Social Worker).
- Positions involving the care, oversight, or protection of County, public, or private property (e.g., Estate Property Custodian, Golf Course Manager, Warehouse Worker).

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Additional Categories

Each appointing authority may establish additional categories of sensitive positions based on this policy, with the approval of the Director of Personnel.

The following information is required to be submitted upon request to the Director of Personnel on all mandatory sensitive positions:

- Listing of all classifications
- Organizational unit where such positions work
- Documentation regarding prior approval

The following information is required to be on file with the DHRM of the department for each position:

- Title of position
- Duties of position
- Offenses which are incompatible with the responsibilities of the position
- A description of the relationship between the offenses and job performance adequate to justify securing conviction records

Compliance with these procedures is subject to audit by the DOJ and DHR. DHR will assist departments with any questions regarding confidentiality and security of conviction information. Any questions regarding policies and procedures on placing persons in sensitive positions should be referred to DHR's Central Live Scan Unit.

Potentially Disqualifying Job-Related Offenses

The following listing of offenses are those, which under certain conditions, may be incompatible with specific work functions. These lists shall be used as a guideline to help determine which offenses are related to the duties of sensitive positions.

1. Function – Care, Oversight, or Protection of Persons Through Direct Contact with Such Persons

- | | | |
|--|------------------------------|----------------|
| • Assault | • Drug or Narcotics Offenses | • Embezzlement |
| • Forgery | • Fraud | • Homicide |
| • Intoxication | • Kidnapping | • Manslaughter |
| • Receiving Stolen Property | • Robbery | • Theft |
| • Human Trafficking | | |
| • Sex Offenses Involving Victims (e.g., Rape, Child Molestation) | | |

2. Function – Direct or Indirect Access to Funds or Negotiable Instruments

- | | | |
|-----------------------------|----------------|-----------|
| • Bribery | • Embezzlement | • Forgery |
| • Fraud | • Theft | • Robbery |
| • Receiving Stolen Property | | |

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3. Function – Requirement of State and/or Professional Licensing

Violation of any certification or licensing provisions relating to duties of the position in question may also be the basis for disqualification.

4. Function – Public Safety or Law Enforcement

- Assault
- Forgery
- Intoxication
- Human Trafficking
- Sex Offenses Involving Victims (e.g., Rape, Child Molestation)
- Drug or Narcotics Offenses
- Fraud
- Kidnapping
- Embezzlement
- Homicide
- Robbery
- Theft

5. Function – Access to or Charge for Drugs or Narcotics

- Drug or Narcotics Offenses
- Fraud
- Receiving Stolen Property
- Embezzlement
- Robbery
- Forgery
- Theft

6. Function – Access to Confidential or Classified Information Including Conviction Information

- Extortion
- Perjury
- Theft
- Forgery
- Receiving Stolen Property
- Fraud
- Robbery

7. Function – Charge of or Access to County, Public, or Private Property

- Embezzlement
- Theft
- Receiving Stolen Property
- Robbery

Hiring Standards

After making a contingent offer of employment, please refer to the “Steps Involved When Conducting Conviction History Assessments” in the “Procedures” section below. If conviction history exists, departments must conduct an individualized assessment regardless of the type of conviction. As such, no conviction is automatically disqualifying without first conducting an individualized assessment. The assessment should examine whether the conviction history has a direct or adverse relationship with the specific duties of the job applied for, and must consider potential mitigating factors, including, but not limited to, evidence and extent of rehabilitation, and the time that has passed since the criminal conviction.

A verified conviction for workers’ compensation fraud or human trafficking would be disqualifying after the initial and reassessment is made per the procedures below, but departments should first consult with County Counsel to confirm that the specific conviction is indeed covered under County Code 5.12.110, *Disqualification from County Employment*.

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An individualized assessment must be conducted prior to the effective date of appointment. The appointment shall be after a conditional offer of employment has been extended to the applicant, contingent upon the results of a background check and medical evaluation (where required). No new employee may begin employment, nor may any current employee's promotional appointment be considered final until the results of the background check are obtained and reviewed by the appropriate hiring authority. All new contract personnel and volunteers may not begin their assignments until the results of the background check are obtained and reviewed by the appropriate persons or entities.

Persons with convictions may still be placed in a sensitive position for which they qualify. Each case should be individually assessed and evaluated based on the following criteria:

- Nature and gravity of the conviction;
- Time that has passed since the conviction and completion of sentence;
- The facts or circumstances surrounding the conviction;
- Nature of job held or sought;
- The number of offenses for which the individual was convicted;
- Evidence showing the applicant performed similar type of work after the conviction with no known incidents of additional criminal conduct;
- The length and consistency of employment history before and after the conviction;
- Evidence of rehabilitation (e.g., education, training, or other evidence of rehabilitation) by the applicant;
- Employment or character references and any other information regarding fitness for the particular position;
- Evidence challenging accuracy of the conviction history report that forms the basis for rescinding a conditional offer of employment; and
- The level of potential risk and impact posed to the department, the County, and members of the public based on the individual's documented conviction history when compared to mitigating factors.

PROCEDURES

Steps Involved When Conducting Conviction History Assessments

Departments shall use the *Individual Conviction Assessment/Reassessment Form* (Attachment A), developed by DHR, for details on how to perform and document conviction history assessments.

The following are steps involved in the review of conviction history (please refer to flow chart in Attachment B):

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1. After making contingent job offer, schedule candidate/volunteer/contract personnel, for Live Scan.
2. Conduct Live Scan.
3. Review Criminal Offender Record Information (CORI) and initiate an individualized conviction history assessment utilizing the *Individual Conviction Assessment/Reassessment Form*. If the CORI reveals that the individual does not have a conviction history, proceed with established hiring procedures. If the CORI reveals that the individual has a conviction history, proceed to step 4.
4. Obtain and review court records for all conviction history information reported on the CORI. Please note: In accordance with PPG 120, with limited exceptions, departments cannot consider convictions which have been exempted by a valid court order, or judicially dismissed or pardoned pursuant to law. This includes, but is not limited to, Penal Code Sections 1203.4, 1203.4(a), 1203.45 and 1210.1. Court records do not need to be certified to make job suitability determinations unless the department plans to take administrative action or an individual challenges an employment decision.
5. Conduct an individualized assessment utilizing the *Individual Conviction Assessment/Reassessment Form* (Attachment A). Incorporate departmental and County hiring standards in policy when conducting the assessment. If the assessment reveals that the individual's conviction history does not provide a basis for rescinding a conditional offer of employment, proceed with established hiring procedures. If the individualized assessment reveals that the individual's conviction history may result in a rescission of a conditional offer of employment, proceed to step 6.
6. Expeditiously send the individual a Notice of *Preliminary Decision to Rescind Conditional Employment Offer Based on Disqualifying Convictions* (Attachment C). The letter must contain the following:
 - a. Notice of the disqualifying conviction(s) that form the basis for the preliminary decision to rescind the conditional job offer;
 - b. A copy of all conviction information used as the basis to disqualify the applicant (CORI, Minute Orders, etc.); and
 - c. An explanation of the applicant's right to respond to the preliminary notice before the preliminary decision becomes final and the deadline for responding. The explanation shall inform the applicant that the response may include submission of evidence challenging the accuracy of the conviction history report that was the basis for rescinding the offer, evidence of rehabilitation or mitigating circumstances, or both. To assist the individual, the department should include a sample response form letter (see attachment "D").

The *Notice of Preliminary Decision to Rescind Conditional Employment Offer Based on Disqualifying Convictions* must allow the individual at least five (5) business days from the date of the notification to respond before the department makes a final

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determination. If, within the five (5) business days, the applicant notifies the department of her/his intent to dispute the accuracy of the criminal conviction information used as the basis for the preliminary decision to rescind the offer and that she/he is taking specific steps to obtain evidence supporting that assertion, the department shall provide an extension of an additional five (5) business days for the applicant to respond to the notification.

Steps Involved When Conducting Conviction History Reassessments

7. If an applicant submits additional information in response to the *Notice of Preliminary Decision to Rescind Offer Based on Disqualifying Convictions*, the department must consider the information and conduct an individualized reassessment of any information received from the applicant. The reassessment must include a review of any evidence submitted. A reassessment must be conducted based on the totality of the facts and circumstances, including the conviction history information gathered by the department, evidence challenging the accuracy of the conviction history information, and evidence of rehabilitation or mitigating circumstances.

If the reassessment does not result in a rescission of a conditional offer of employment, send the *Notice of Restoration of Conditional Employment Offer* (Attachment E) and proceed with established hiring procedures. If the reassessment results in a decision to rescind a conditional offer of employment, proceed to step 8.

If an applicant does not submit a written response within the allotted time and does not request additional time for such a response, the Department can proceed with a final decision to rescind the conditional offer of employment as noted in step 8.

If this assessment is due to a subsequent arrest or conviction of an existing employee, a review and analysis of the individual's County work history should be conducted. Some factors to consider are as follows:

- Work history (positive and negative) as documented in the *Official Personnel File* (e.g., performance evaluations, length of service, prior disciplinary actions, and commendations).
 - Level of responsibility and scope of authority in their current position.
 - Impact on the department's mission and service objectives.
8. Once a final decision has been made to rescind a conditional offer of employment because of an applicant's criminal history, the department must send written notice to the candidate rescinding the conditional offer of employment as detailed in the "Appeal Rights" section.

**Subject: Designation of Sensitive Positions
and Conviction History Assessments****Policy Number: 514
Effective Date: October 1, 2018**

For applicants whose conditional offers of employment are rescinded based on conviction history information, their name shall remain on the eligible list or register for consideration to other positions that may have different job nexus criteria. For example, an applicant on an eligible list who is disqualified for a Driving Under the Influence (DUI) conviction for a position that requires driving may still be considered for a position where driving is not an essential function of the position. Although some classifications are shared by several departments, any individualized assessment of an applicant must be conducted based on the specific factors relevant to the position in the hiring department. Since an individualized assessment by one department would not follow the applicant to another department, the applicant's name must remain on the eligible list or register for consideration by other departments.

Appeal Rights

If, after having conducted an individualized reassessment of any information received from an applicant or if no information is received from an applicant after having received notice and sufficient time to submit that information, a department makes a final decision to rescind a conditional offer of employment because of the applicant's conviction history, the department must notify the applicant in writing by utilizing the *Notice of Final Decision to Rescind Conditional Employment Offer Based on Disqualifying Convictions* (Attachment F or G), which includes the following appeal rights language:

If you can show that an error has been made in determining your eligibility based on the conviction history information, you may file an appeal with the Department of Human Resources. The appeal must be in writing and provide specific facts and information, which demonstrate where the error occurred. Any appeal that fails to contain such information will be denied as insufficient. The appeal must be received by the Appeals Program within ten (10) business days from the postmark date on the envelope in which this notice was mailed, or from the date an electronic notification was sent, by using this web address: <https://eappeals.lacounty.gov/dashboard/>. For technical support related to online appeal submissions go to <http://apps.hr.lacounty.gov/eAppeal/>.

Notice Of Right To File A Complaint With DFEH

Any individual who has his or her conditional offer of employment rescinded based on conviction history information must also be notified in writing of his or her right to file a complaint with the California Department of Fair Employment and Housing (DFEH) by utilizing the *Notice of Final Decision to Rescind Conditional Employment Offer Based on Disqualifying Convictions* (Attachment F or G), which includes the following language:

You also have the right to file a complaint with the California Department of Fair Employment and Housing (DFEH). For assistance on how to submit a complaint with DFEH, please visit their website at <https://www.dfeh.ca.gov/complaint-process/> or you may contact them at:

Subject: Designation of Sensitive Positions and Conviction History Assessments	Policy Number: 514 Effective Date: October 1, 2018
---	---

- Communication Center at (800) 884-1684 or TTY at (800) 700-2320 or California's Relay Service at 711
- Email: contact.center@dfeh.ca.gov
- Mailing address:
 - DFEH Headquarters
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758

Conviction History Assessments Record Keeping

Departments are responsible for maintaining records of all individualized assessments. At a minimum, departmental records should include and track the following metrics:

- Number of preliminary individualized assessments
 - Number of preliminary assessments deemed acceptable
 - Number of preliminary assessments deemed unacceptable
 - Position applied for
 - Convictions
- Number of reassessments
 - Number of reassessments deemed acceptable
 - Position applied for
 - Convictions
 - CORI or Court Record Error
 - Evidence of Rehabilitation Provided
 - Number of reassessments deemed unacceptable
 - Position applied for
 - Convictions
 - CORI or Court Record Error
 - Evidence of Rehabilitation Provided
- Copies of completed Individual Conviction Assessment/Reassessment Forms

Privacy Issues

Penal Code Sections 11105(b)(10) and 13300(b)(10) identify who may have access to conviction history information and under what circumstances it may be released. California law requires conviction information be released only to those persons with a legitimate need to know and only at the time they require such knowledge. Further, unauthorized disclosure of conviction history information is punishable as a crime.

DEFINITIONS

Applicant – Refers to any person who applies for employment, including a current employee applying for a different position within the County.

**Subject: Designation of Sensitive Positions
and Conviction History Assessments****Policy Number: 514
Effective Date: October 1, 2018**

Background Check – The act of reviewing both confidential and public information to investigate a person's or entity's history. Background checks are commonly performed by employers to ensure that: (1) an employee is who they say they are, and (2) to determine that the individual does not have a damaging history (such as criminal activity) that may reflect poorly on the County or department.

Criminal Offender Record Information (CORI) – State summary criminal background information identified through fingerprint submission to the DOJ. It is confidential information disseminated to applicant agencies authorized by California statute for the purposes of employment, licensing, certification, and volunteer clearances.

Individualized Assessment – An analysis of whether an applicant's conviction history has a direct and adverse relationship with the specific duties of the job applied for that may justify rescinding a conditional offer of employment.

Live Scan – A computer-based device allowing for the capture of digitized fingerprint images and applicant data, and the electronic transmission of fingerprint images and data to centralized computers at the DOJ.

Summary Criminal History – A list of arrests and convictions provided by the DOJ. Information is added to the summary conviction history any time law enforcement conducts a criminal investigation. The history lists arrest information such as the date, the charges, and the final disposition (what happened). The history also lists all convictions, including the date of the conviction, the charges, the sentence, and whether the crime was a felony or a misdemeanor.

AUTHORITY

- November 10, 1998, Resolution of the Board of Supervisors declaring its intention to provide for the access of conviction history information for employment in sensitive positions.
- August 4, 2009, Resolution of the Board of Supervisors providing authority to expand access to summary conviction history information at the State and local-level to the federal-level for employment purposes.
- March 12, 2013, Board of Supervisors approval regarding the expansion of the conviction background check program to include recommendations from the Live Scan Feasibility Report.
- July 11, 2017, Resolution of the Board of Supervisors to develop a Fair Chance Ordinance establishing guidelines on how to reduce employment barriers to applicants with convictions.
- Appendix 1 of Title 5 of the County Code, Civil Service Rules 6.04 and 6.07.
- California Government Code Section 12952.
- California Labor Code Section 432.7.

**Subject: Designation of Sensitive Positions
and Conviction History Assessments****Policy Number: 514
Effective Date: October 1, 2018**

- California Penal Code Sections: 1203.4, 1203.4(a), 1203.45, 1210.1, 11102.2, 11105, 11105(b)(10), 11105.2(g), 11140, 11142, 11143, 13101, 13300(b)(10).
- California Welfare and Institutions Code section 16501.
- Policy, Procedure, and Guideline 524, *Live Scan Procedures*.

DATE ISSUED/REVIEW DATE

Original Issue Date: Memo issued on November 25, 1998

Review Date: Memo issued on November 2, 2007

Review Date: October 1, 2018



ATTACHMENT A

COUNTY OF LOS ANGELES – DEPARTMENT OF HUMAN RESOURCES **INDIVIDUAL CONVICTION ASSESSMENT/REASSESSMENT FORM**

PART I. PRELIMINARY INDIVIDUAL CONVICTION ASSESSMENT

A. REASON FOR CONVICTION HISTORY ASSESSMENT (Per DHR PPG 514)

- | | |
|---|---|
| ☐ New Hire to Sensitive Position | ☐ Reinstatement to Sensitive Position |
| ☐ Promotion to Sensitive Position | ☐ Volunteer in Sensitive Position |
| ☐ Interdepartmental Transfer to Sensitive Position | ☐ Contract Personnel in Sensitive Position |
| ☐ Intradepartmental Transfer to Sensitive Position | ☐ Subsequent Arrest/Conviction |

B. APPLICANT/EMPLOYEE INFORMATION

Applicant Last Name:		First Name:	
Middle Name:		Date of Birth:	
Employee Number:		Volunteer/Contract Personnel Number:	

C. POSITION INFORMATION

Department Name:		Dept. #:	
Division:		Section:	
Classification Title:		Item #:	
Exam Number:		Date of Conditional Offer:	

D. DOJ RELATED INFORMATION

Date of Live Scan:		Date of DOJ Report:		Date of FBI Report:	
Date DOJ/FBI Results Reviewed:					

E. COURT RECORD INFORMATION

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

If no court documents obtained to verify conviction(s) reported by DOJ/FBI, were the court records:

☐ Archived ☐ Destroyed ☐ Other, Explain: _____

F. PRELIMINARY INDIVIDUALIZED ASSESSMENT

Does the preliminary conviction history information obtained cover/impact any of the "Work Functions" listed below?

☐ No, Proceed to Part IV, Final Decision. ☐ Yes, select the offense(s) listed on the DOJ report under the corresponding "Work Function(s)" below, to link the specific aspects of the applicant's conviction history with the "Work Function(s)" of the position.

CONFIDENTIAL INFORMATION

Originated: 11/30/17 Revised: 10/01/18

Developed by the County of Los Angeles - Department of Human Resources



ATTACHMENT A

COUNTY OF LOS ANGELES – DEPARTMENT OF HUMAN RESOURCES

INDIVIDUAL CONVICTION ASSESSMENT/REASSESSMENT FORM

ASSESSMENT OF WORK FUNCTIONS

☐ **Work Function #1**

Care, Oversight, or Protection of Persons Through Direct Contact with Such Persons (e.g., Physician, Nurse, Clinical Social Worker, etc.).

- | | |
|---|---|
| ☐ Assault | ☐ Manslaughter |
| ☐ Drug or Narcotics Offenses | ☐ Robbery |
| ☐ Embezzlement | ☐ Receiving Stolen Property |
| ☐ Elder/Child Abuse | ☐ Theft |
| ☐ Fraud | ☐ Threat |
| ☐ Homicide | ☐ Weapons Offense |
| ☐ Intoxication | ☐ Sex offenses which involve |
| ☐ Kidnapping | victims (e.g., rape, child |
| | molestation) |

☐ Other (Explain) _____

☐ **Work Function #3**

Requirement of State and/or Professional Licensing (e.g., Registered Nurse, Physician, Optometrist, Pharmacist, Physical Therapist, etc.).

- | | |
|--|---|
| ☐ Assault | ☐ Drug or Narcotics Offenses |
| ☐ Threat | ☐ Weapons offense |
| ☐ Violation of any certification or licensing provisions relating to duties of the position in question may also be the basis for disqualification. | |
| ☐ Other (Explain) _____ | |

☐ **Work Function #5**

Access to or Charge for Drugs or Narcotics (e.g., Pharmacist Tech, Pharmacy Helper, Physician, Registered Nurse, Clinical Pharmacist, etc.).

- | | |
|---|--|
| ☐ Assault | ☐ Robbery |
| ☐ Drug or Narcotics Offenses | ☐ Theft |
| ☐ Embezzlement | ☐ Threat |
| ☐ Forgery | ☐ Weapons Offense |
| ☐ Fraud | |
| ☐ Receiving Stolen Property | |
| ☐ Other (Explain) _____ | |

☐ **Work Function #7**

Charge of or Access to County, Public or Private Property (e.g., Warehouse Worker, Custodian, Materials Manager, Facilities Manager, etc.).

- | | | |
|--|---|----------------------------------|
| ☐ Assault | ☐ Drug or Narcotics Offenses | ☐ Robbery |
| ☐ Embezzlement | ☐ Receiving Stolen Property | |
| ☐ Weapons Offense | | |
| ☐ Theft | ☐ Other (Explain) _____ | |
| ☐ Threat | | |

☐ **Work Function #2**

Direct or Indirect Access to Funds or Negotiable Instruments (e.g., Assistant Deputy Director, Finance Manager, Cashier, etc.).

- | | |
|---|--|
| ☐ Assault | ☐ Robbery |
| ☐ Bribery | ☐ Theft |
| ☐ Drug or Narcotics Offenses | ☐ Embezzlement |
| ☐ Threat | ☐ Weapons offense |
| ☐ Forgery | |
| ☐ Fraud | |
| ☐ Received stolen property | ☐ Other (Explain) _____ |

☐ **Work Function #4**

Public Safety or Law Enforcement (e.g., Environmental Health Specialist, Public Health Investigator, etc.).

- | | | | |
|---|---|---------------------------------------|---------------------------------|
| ☐ Assault | ☐ Robbery | ☐ Embezzlement | ☐ Threat |
| ☐ Drug or Narcotics Offenses | ☐ Theft | | |
| ☐ Forgery | ☐ Weapons Offense | | |
| ☐ Fraud | ☐ Sex offenses which involve victims (e.g., rape | | |
| ☐ Homicide | child molestation) | | |
| ☐ Intoxication | | | |
| ☐ Kidnapping | ☐ Other (Explain) _____ | | |

☐ **Work Function #6**

Access to Confidential or Classified Information, Including Conviction Information (e.g., Personnel Officer, Systems Analyst, Patient Resources Worker, Eligibility Worker, etc.).

- | | |
|---|--|
| ☐ Assault | ☐ Perjury |
| ☐ Computer crimes | ☐ Receiving Stolen Property |
| ☐ Drug or Narcotics Offenses | ☐ Robbery |
| ☐ Extortion | ☐ Theft |
| ☐ Forgery | ☐ Threat |
| ☐ Fraud | ☐ Weapons Offense |
| ☐ ID Theft | ☐ Other (Explain) _____ |

CONFIDENTIAL INFORMATION

Originated: 11/30/17 Revised: 10/01/18

Developed by the County of Los Angeles - Department of Human Resources



ATTACHMENT A

COUNTY OF LOS ANGELES – DEPARTMENT OF HUMAN RESOURCES
INDIVIDUAL CONVICTION ASSESSMENT/REASSESSMENT FORM

ADDITIONAL INDIVIDUALIZED ASSESSMENT FACTORS

G. Gravity of the offense(s).

Applicant / Employee Was:

- | | |
|--|---|
| ☐ Incarcerated | ☐ Suspended Sentence |
| ☐ Placed on probation | ☐ Granted certificate of Rehabilitation (date) _____ |
| ☐ Fined \$ _____ | ☐ Pardoned (date) _____ |
| ☐ Community Service | ☐ Other _____ |

H. Recency of the offense(s). Use the information below to identify the particular facts and circumstances of each conviction that is linked to the "Work Functions" of the **position**.

Date of conviction (mm/dd/yyyy): _____

Length of time since successful completion of the sentence: ____ year(s) ____ month(s) ____ day(s)

Length of time since the offense or conduct occurred: ____ year(s) ____ month(s) ____ day(s)

I. Extent of conviction record.

Was the offense/conviction a single incident? ☐ Yes ☐ No

-OR-

Were there numerous similar incidents/convictions? ☐ Yes ☐ No

PART II. PRELIMINARY ASSESSMENT DECISION

Acceptable

- ☐ No Job Nexus. Mail **Formal Job Offer** letter.
- ☐ No Job Nexus. Provide written notice informing existing employee of suitability for continued employment.
- ☐ Job Nexus exists, but mitigated by other relevant factors. Mail **Formal Job Offer** letter.
- ☐ Job Nexus exists, but mitigated by other relevant factors. Provide written notice informing existing employee of suitability for continued employment.

Unacceptable

- ☐ Job Nexus exists for applicant. Mail **Letter Intending to Rescind Conditional Offer of Employment**.
- ☐ Job Nexus exists for current employee – *Contact DHR Civil Service Advocacy Division and/or County Counsel's Labor & Employment Division for consultation on further administrative action required, if any.*

CONFIDENTIAL INFORMATION

Originated: 11/30/17 Revised: 10/01/18

Developed by the County of Los Angeles - Department of Human Resources



ATTACHMENT A

COUNTY OF LOS ANGELES – DEPARTMENT OF HUMAN RESOURCES

INDIVIDUAL CONVICTION ASSESSMENT/REASSESSMENT FORM

PART III. REASSESSMENT (WRITTEN RESPONSE INFORMATION)

Date of Letter Intending to Rescind Contingent Employment Offer (mm/dd/yyyy): _____

Did Applicant / Employee Respond Timely? ☐ Yes ☐ No

Date of Response (mm/dd/yyyy): _____

Evidence challenging the accuracy of the conviction history report:

Evidence of rehabilitation or mitigating circumstances:

Date Reassessment Completed (mm/dd/yyyy): _____

PART IV. FINAL DECISION

Acceptable

- ☐ No Job Nexus. Mail **Letter of Final Determination** to Applicant.
- ☐ No Job Nexus. Provide written notice informing existing employee of suitability for continued employment.
- ☐ Job Nexus exists, but mitigated by other relevant factors. Mail **Letter of Final Determination** to Applicant.
- ☐ Job Nexus exists, but mitigated by other relevant factors. Provide written notice informing existing employee of suitability for continued employment.

Unacceptable

- ☐ Job Nexus exists and not mitigated by other relevant factors. Mail **Letter Rescinding Contingent Employment Offer**.
- ☐ Job Nexus exists and not mitigated by other relevant factors. Employee is **not** suitable to continue in current position and/or County employment per Civil Service Rule 18.031. (**NOTE:** Contact DHR Civil Service Advocacy Division and/or County Counsel's Labor & Employment Division for consultation on further administrative action required, if any.)
- ☐ Other (Explain) _____

CONFIDENTIAL INFORMATION

Originated: 11/30/17 Revised: 10/01/18

Developed by the County of Los Angeles - Department of Human Resources



ATTACHMENT A

COUNTY OF LOS ANGELES – DEPARTMENT OF HUMAN RESOURCES
INDIVIDUAL CONVICTION ASSESSMENT/REASSESSMENT FORM

PART V. CERTIFICATION

Human Resources

Analysis and notification of determination to Hiring Manager (e.g., Director, Sr. Manager, Program Head, etc.) made by:

Name & Title Human Resources Division	Telephone Number	Date	Signature

Analysis and determination approved by (Departmental Human Resources Manager or Designee):

Human Resources Manager or Designee	Telephone Number	Date	Signature

Hiring Manager

The Human Resources Division has notified me of their determination:

Executive Level Manager or Hiring Manager (Name & Title)	Facility	Telephone Number	Date	Signature

AUTHORITY

- DHR Policies, Procedures, and Guidelines No. 514
- DHR Policies, Procedures, and Guidelines No. 120
- DHR Policies, Procedures, and Guidelines No. 524
- Civil Service Rule 18
- County Code Section 5.12.110

CONFIDENTIAL INFORMATION

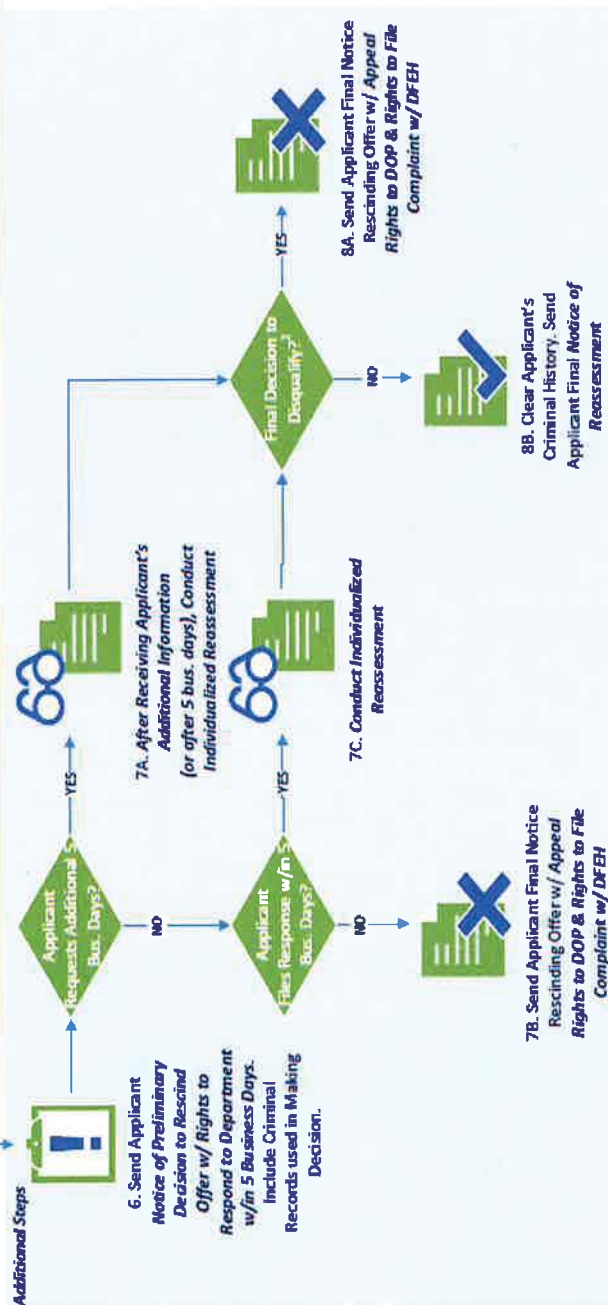
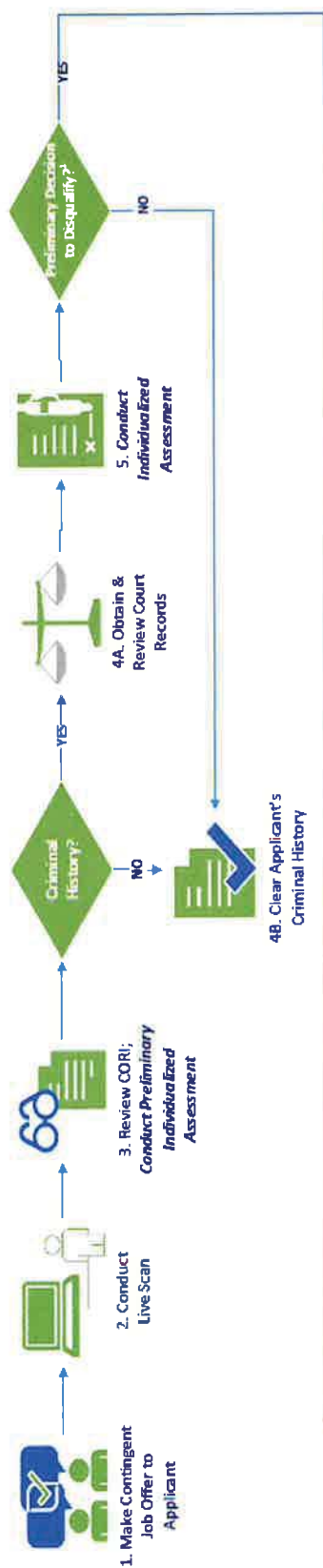
Originated: 11/30/17 Revised: 10/01/18

Developed by the County of Los Angeles - Department of Human Resources

ATTACHMENT B

October 1, 2018

Criminal Background Flowchart – Process

¹Factors to consider should include:

- Nature and gravity of the offense or conduct.
- Time that has passed since the offense or conduct and completion of the sentence.
- Nature of the job held or sought.

²Factors to consider should include:

- Evidence challenging the accuracy of the conviction history report that forms the basis for rescinding the offer.
- Evidence of rehabilitation or mitigating circumstances.

ATTACHMENT C

Department Letterhead

CONFIDENTIAL

NOTICE OF PRELIMINARY DECISION
TO RESCIND CONDITIONAL EMPLOYMENT OFFER
BASED ON DISQUALIFYING CONVICTION(S)

Date

Candidate Name
XXXX Drive Street
Los Angeles, CA 90010

Dear Mr./Ms. XXXXXX:

The County of Los Angeles Department of XXXXXXXX (Department) intends to rescind the conditional offer of employment you received for the position of _____. This preliminary decision was made after conducting an individualized assessment of your conviction history compared with the duties and responsibilities of the position of _____. The attached conviction history report and court records detail the following conviction(s), which serve as the basis for the Department's preliminary decision to rescind the conditional offer of employment.

- [List conviction(s)]

You have the right to respond to this notice before the decision becomes final. If you decide to respond, you may submit evidence challenging the accuracy of your conviction history report, evidence and extent of rehabilitation, or other mitigating circumstances. Your request must be made ***in writing and must be received at the following address within five (5) business days from the postmark date on the envelope in which this notice was mailed:***

Department of XXXXX
NAME
TITLE
ADDRESS

To ensure your response is considered timely, please include a copy of the postmarked envelope you received with this notice with your response.

Applicant Name

ATTACHMENT C

DATE

Page 2

If you notify the Department in writing within five (5) business days from the postmark date of this notice that you dispute the accuracy of the conviction history report and are taking specific steps obtain evidence supporting that assertion, you will be given an additional five (5) business days to respond. Enclosed with this notice is a sample response form that can be used when responding.

If the Department receives your response in a timely manner, the Department will consider the information before making a final decision. You will be notified in writing of the Department's final decision based on all of the information, including the Department's review of any reasons, facts and/or documentation which is timely submitted.

If you have questions or require additional information about this notification, please contact [Department Contact Name], at (xxx) xxx-xxxx.

Sincerely,

[DHRM Signature]

Departmental Human Resources Manager

Attachments

ATTACHMENT C

To: Department of XXXXX
Human Resources Manager
Address
Los Angeles, CA 90012

From: Candidate Name
XXXX Drive Street
Los Angeles, CA 90010

Dear Mr./Ms. XXXXXX:

I received the notification that the County of Los Angeles Department of XXXXXXXX (Department) intends to rescind the conditional offer of employment for the position of _____. I reviewed the conviction history report provided with the notification. This is to request the following:

- ☐ I am taking specific steps to obtain evidence and therefore need an additional five (5) business days to respond.

The specific steps I am taking are as follows*:

- ☐ I don't need an additional five (5) business days but want the department to reassess my application based on the following*:

Evidence challenging the accuracy of the conviction history report:

Evidence of rehabilitation or mitigating circumstances:

*** Submit additional documents/evidence as needed.**

CERTIFICATION OF APPLICANT (please read carefully): I hereby certify that all statements made in this response are true and complete to the best of my knowledge. I understand that any false, incomplete or incorrect statement, regardless of when discovered, may result in my disqualification or dismissal from employment with the County of Los Angeles.

Date: _____ **Signature of Applicant:** _____

ATTACHMENT D

Department Letterhead

IMPORTANT: This form seeks only to collect additional relevant information that allows an opportunity to provide evidence or documentation regarding the accuracy of your conviction history report; evidence of rehabilitation, or mitigating factors surrounding your conviction history to reassess your compatibility for this position.

Position Applying for: (Exact Title)					
Last Name		First Name		Middle Initial	
Other Name(s) Used:					
Street Address		Apt. No.		Home Telephone Number () -	
City	State	Zip Code	Alternate Telephone Number () -		
E-mail Address					
REASON(S) FOR CHALLENGING PRELIMINARY ASSESSMENT:					
☐ I am challenging the accuracy of the conviction history report.					
Conviction Date	Violation Code	Conviction Type	Court Disposition	Type of Error	Evidence of Current Status (e.g., judicially dismissed, pardoned, exempted etc.)
☐ I ask that you consider the following evidence demonstrating rehabilitation.					
CERTIFICATION OF APPLICANT (please read carefully): I hereby certify that all statements made are true and complete to the best of my knowledge. I understand that any false, incomplete or incorrect statement, regardless of when discovered, may result in my disqualification or dismissal from employment with the County of Los Angeles.					
Date:_____ Signature of Candidate:_____					

Please attach additional pages if necessary.

ATTACHMENT E

Department Letterhead

CONFIDENTIAL

Date:

Applicant Name
XXXX Drive Street
Los Angeles, CA 90010

Dear Mr./Ms. XXXXXX:

NOTICE OF RESTORATION OF CONDITIONAL EMPLOYMENT OFFER

On ____[DATE]____, the County of Los Angeles Department of XXXXXXXXX (Department) notified you of its preliminary decision to rescind the conditional offer of employment you received for the position of _____. You were informed of your right to respond before the decision became final and that you would be notified in writing of the Department's final decision based on all of the information submitted timely.

On DATE, the Department received your response, including evidence challenging the accuracy of your conviction history report, extent of rehabilitation, and/or other mitigating circumstances. The Department has reviewed and considered your response.

Based on all of the information available, including reasons, facts and/or documentation that you submitted, the Department is restoring the conditional offer of employment you received for the position of _____. Our [Human Resources Office] will contact you with information regarding next steps.

Thank you for your interest in employment with our Department. If you have any questions or require additional information, please contact [Department Contact Name], at (xxx) xxx-xxxx.

Sincerely,

Name
Departmental Human Resources Manager

ATTACHMENT F

Department Letterhead

CONFIDENTIAL

Date:

Applicant Name
XXXX Drive Street
Los Angeles, CA 90010

Dear Mr./Ms. XXXXXX:

**NOTICE OF FINAL DECISION TO RESCIND CONDITIONAL EMPLOYMENT
OFFER BASED ON DISQUALIFYING CONVICTION(S)**

On DATE, the County of Los Angeles Department of XXXXXXXXX (Department) notified you of its preliminary decision to rescind the conditional offer of employment you received for the position of _____. You were informed of your right to respond before the decision became final and that you would be notified in writing of the Department's final decision based on all of the information submitted timely.

To date, the Department has not received a response from you. You have also not informed the Department that you require additional time to gather evidence to respond to the preliminary decision to rescind the conditional offer of employment.

Since you did not submit a written response within the allotted time and did not request additional time for such a response, the Department has made a final decision to rescind the conditional offer of employment you received for the position of _____. You may appeal the Department's decision as indicated below.

APPEAL RIGHTS:

If you can show that an error was made in determining your eligibility based on the conviction history information, you may file an appeal with the Department of Human Resources. The appeal must be in writing and provide specific facts and information, which demonstrate where the error occurred. Any appeal that fails to contain such information will be denied as insufficient. The appeal must be received by the Appeals Program within ten (10) business days from the postmark date on the envelope in which this notice was mailed, or from the date an electronic notification was sent, by using this web address: <https://eappeals.lacounty.gov/dashboard/>. For technical support related to online appeal submissions go to <http://apps.hr.lacounty.gov/eAppeal/>.

Applicant Name
DATE
Page 2

ATTACHMENT F

You also have the right to file a complaint with the California Department of Fair Employment and Housing (DFEH). For assistance on how to submit a complaint with DFEH, please visit their website at <https://www.dfeh.ca.gov/complaint-process/> or you may contact them as follows:

- By Telephone: Communication Center at 800-884-1684 (voice), 800-700-2320 (TTY) or California's Relay Service at 711
- By E-mail: contact.center@dfeh.ca.gov
- By Mail: DFEH Headquarters, 2218 Kausen Drive, Suite 100, Elk Grove, CA 95758.

We thank you for your interest in employment with our Department. The County of Los Angeles is a Fair Chance employer and you are encouraged to apply for other positions by visiting www.hr.lacounty.gov.

Sincerely,

Name
Departmental Human Resources Manager

ATTACHMENT G

Department Letterhead

CONFIDENTIAL

Date:

Applicant Name
XXXX Drive Street
Los Angeles, CA 90010

Dear Mr./Ms. XXXXXX:

**NOTICE OF FINAL DECISION TO RESCIND CONDITIONAL EMPLOYMENT
OFFER BASED ON DISQUALIFYING CONVICTION(S)**

On DATE, the County of Los Angeles Department of XXXXXXXXX (Department) notified you of its preliminary decision to rescind the conditional offer of employment you received for the position of _____. You were informed of your right to respond before the decision became final and that you would be notified in writing of the Department's final decision based on all of the information submitted timely.

On DATE, the Department received your response, including evidence challenging the accuracy of your conviction history report, extent of rehabilitation, and/or other mitigating circumstances. The Department has reviewed and considered your response.

Based on the information reviewed by the Department, including the reasons, facts and documentation that you submitted, the Department has made a final decision to rescind the conditional offer of employment you received for the position of _____. You may appeal the Department's decision as indicated below.

APPEAL RIGHTS:

If you can show that an error was made in determining your eligibility based on the conviction history information, you may file an appeal with the Department of Human Resources. The appeal must be in writing and provide specific facts and information, which demonstrate where the error occurred. Any appeal that fails to contain such information will be denied as insufficient. The appeal must be received by the Appeals Program within ten (10) business days from the postmark date on the envelope in which this notice was mailed, or from the date an electronic notification was sent, by using this web address: <https://eappeals.lacounty.gov/dashboard/>. For technical support related to online appeal submissions go to <http://apps.hr.lacounty.gov/eAppeal/>.

To Enrich Lives Through Effective and Caring Service

Applicant Name

DATE

Page 2

ATTACHMENT G

You also have the right to file a complaint with the California Department of Fair Employment and Housing (DFEH). For assistance on how to submit a complaint with DFEH, please visit their website at <https://www.dfeh.ca.gov/complaint-process/> or you may contact them as follows:

- By Telephone: Communication Center at 800-884-1684 (voice), 800-700-2320 (TTY) or California's Relay Service at 711
- By E-mail: contact.center@dfeh.ca.gov
- By Mail: DFEH Headquarters, 2218 Kausen Drive, Suite 100, Elk Grove, CA 95758.

We thank you for your interest in employment with our Department. The County of Los Angeles is a Fair Chance employer and you are encouraged to apply for other positions by visiting www.hr.lacounty.gov.

Sincerely,

Name

Departmental Human Resources Manager

DMV MAINFRAME DRIVING RECORD CHECKLIST

RR/CC DRIVING CRITERIA:

DISQUALIFYING FACTORS MAY INCLUDE BUT ARE NOT LIMITED TO: FELONY CONVICTIONS, CERTAIN JOB-RELATED MISDEMEANOR CONVICTIONS, CERTAIN SERIOUS TRAFFIC CONVICTIONS OR PATTERNS OF TRAFFIC VIOLATIONS (E.G., 3 OR MORE MOVING VIOLATIONS WITHIN THE PAST 2 YEARS, FAILURE TO APPEAR, AT-FAULT ACCIDENTS, AND DRIVING UNDER THE INFLUENCE), ILLEGAL USE OF CERTAIN CONTROLLED SUBSTANCES AND/OR POOR EMPLOYMENT HISTORY.

CLEARANCE CHECKLIST:

DESCRIPTION		YES	NO	IF NO, ACTION
LICENSE STATUS: VALID				NOT QUALIFIED
EXPIRATION DATE LATER THAN ELECTION DATE				NOT QUALIFIED
LICENSE CLASS C OR HIGHER				NOT QUALIFIED
NO RESTRICTIONS – EXCEPT: 1. WEARING CORRECTIVE LENSES, AND/OR 2. CLASS B: WITHOUT AIR BREAKS				NOT QUALIFIED
LEGAL HISTORY: ALL SUSPENSIONS FOLLOWED BY “ACT-TERM”				NOT QUALIFIED
MOVING VIOLATIONS	1 OR LESS MOVING VIOLATION IN THE PAST 12 MONTHS			NOT QUALIFIED
	2 OR LESS MOVING VIOLATIONS IN THE PAST 24 MONTHS			
SINGLE INFRACTIONS	3 OR LESS IN THE PAST 12 MONTHS			NOT QUALIFIED
	5 OR LESS IN THE PAST 24 MONTHS			
	7 OR LESS IN THE PAST 36 MONTHS			
TWO-POINT INFRACTIONS	NOT MORE THAN 1 IN THE PAST 12 MONTHS			NOT QUALIFIED

DESCRIPTION		YES	NO	IF NO, ACTION
	2 OR LESS IN THE PAST 24 MONTHS			
DRIVING INFLUENCE	NO DUI IN THE PAST 2 YEARS			NOT QUALIFIED
	NO MORE THAN 1 DUI IN THE PAST 3 YEARS			
	2 OR LESS DUI RECORDS IN THE PAST 5 YEARS			
HIT AND RUN	NO RECORD			NOT QUALIFIED
ACCIDENTS	NO AT-FAULT ACCIDENTS WITHIN THE PAST 2 YEARS (ARC CODE 3 OR 4)			NOT QUALIFIED
FAIL-TO-PAY: NO				NOT QUALIFIED
FAIL-TO-APPEAR: NO				NOT QUALIFIED
END* SHOWN AT END OF PAGE				NOT QUALIFIED



APPROPRIATE WORKPLACE ATTIRE

Reference Guide



Appropriate Workplace Attire – Reference Guide

Objective

Los Angeles County Registrar-Recorder/County Clerk employees contribute to the corporate culture and reputation in the way they present themselves. A professional appearance is critical to fostering public confidence and is essential to creating a favorable impression with customers. Good grooming and appropriate dress reflect employee pride and inspire confidence on the part of such persons. Adhering to the Departmental policy on Appropriate Workplace Attire will ultimately promote a positive work environment, limit distractions and ensure safety and security while working.

Background

This Reference Guide was created as a result of the collaborative efforts of Los Angeles County Registrar-Recorder/County Clerk Managers and Section Heads. This team attended workshops and participated in activities designed to build consensus on what constitutes appropriate workplace attire. Information gleaned from those meetings and activities was compiled to create this guide.

Guidelines for appropriate attire

No dress code can cover all contingencies so employees must exert a certain amount of judgment in their choice of clothing to wear to work. If you experience uncertainty about acceptable, professional business attire for work, please ask your supervisor or the Departmental Human Resources Manager.

Although it is impossible and undesirable to establish an absolute dress and appearance code, the RR/CC will apply a reasonable and professional workplace standard to individuals on a case-by-case basis. Management may make exceptions for special occasions, at which time employees will be notified in advance, or in the case of inclement weather. An employee unsure of what is appropriate should check with his or her supervisor or manager.

If a supervisor or manager decides that an employee's dress or appearance is not appropriate as outlined by departmental policy, he or she may take corrective action and require the employee to leave the work area and make the necessary changes to comply with the policy.

Recommended Attire

Per consensus through the department's Managers and Section Heads, clothing should be well maintained, pressed, and clean. Clothing should be free of words, terms, or pictures that may be offensive to other employees. Clothing should fit properly.

Men:

- Blazers, suits, or sport coats
- Dress slacks (e.g. Chinos or Dockers)
- Ties (when appropriate)
- Dress shirts or polo style shirts with buttons and collars
- Sweaters and cardigans
- Dress shoes (tennis shoes limited to Casual Fridays)
- Neat and well groomed hair, sideburns, mustaches and beards (artificial colors e.g. pink, green, etc. may be deemed unprofessional)
- Clothing must be clean, pressed, in good condition and fit appropriately
- Tattoos should be covered

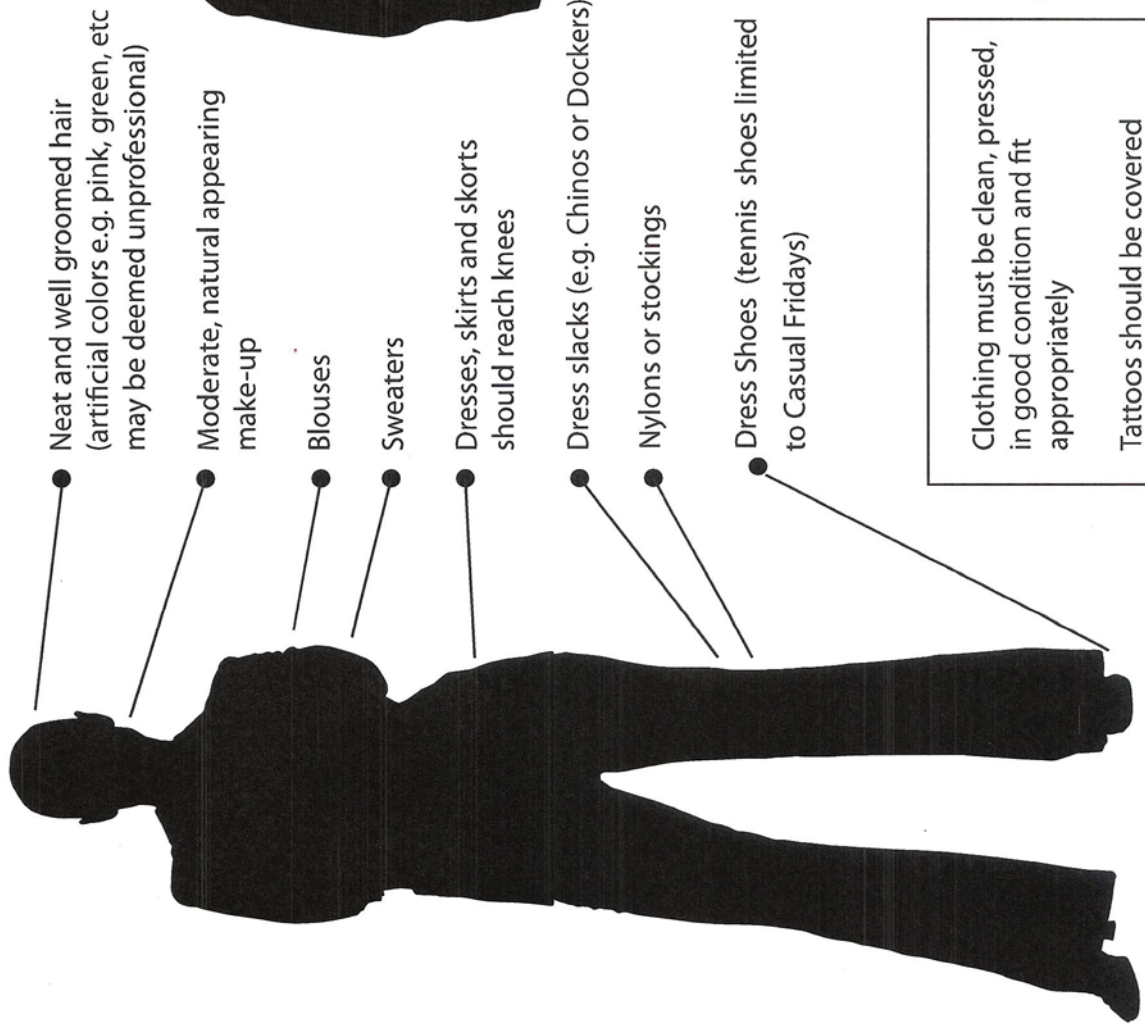
Women:

- Dresses, skirts and skorts should reach the knees
- Dress slacks (e.g. Chinos or Dockers)
- Blouses
- Sweaters
- Dress shoes (tennis shoes limited to Casual Fridays)
- Nylons or stockings
- Moderate, natural appearing make-up
- Neat and well groomed hair (artificial colors e.g. pink, green, etc. may be deemed unprofessional)
- Clothing must be clean, pressed, in good condition and fit appropriately
- Tattoos should be covered

Note: To aid employees observe these guidelines the provided chart should highlight some of the recommendations provided above. As reminder, the intent is to promote a positive work environment, limit distractions and ensure safety and security while working.

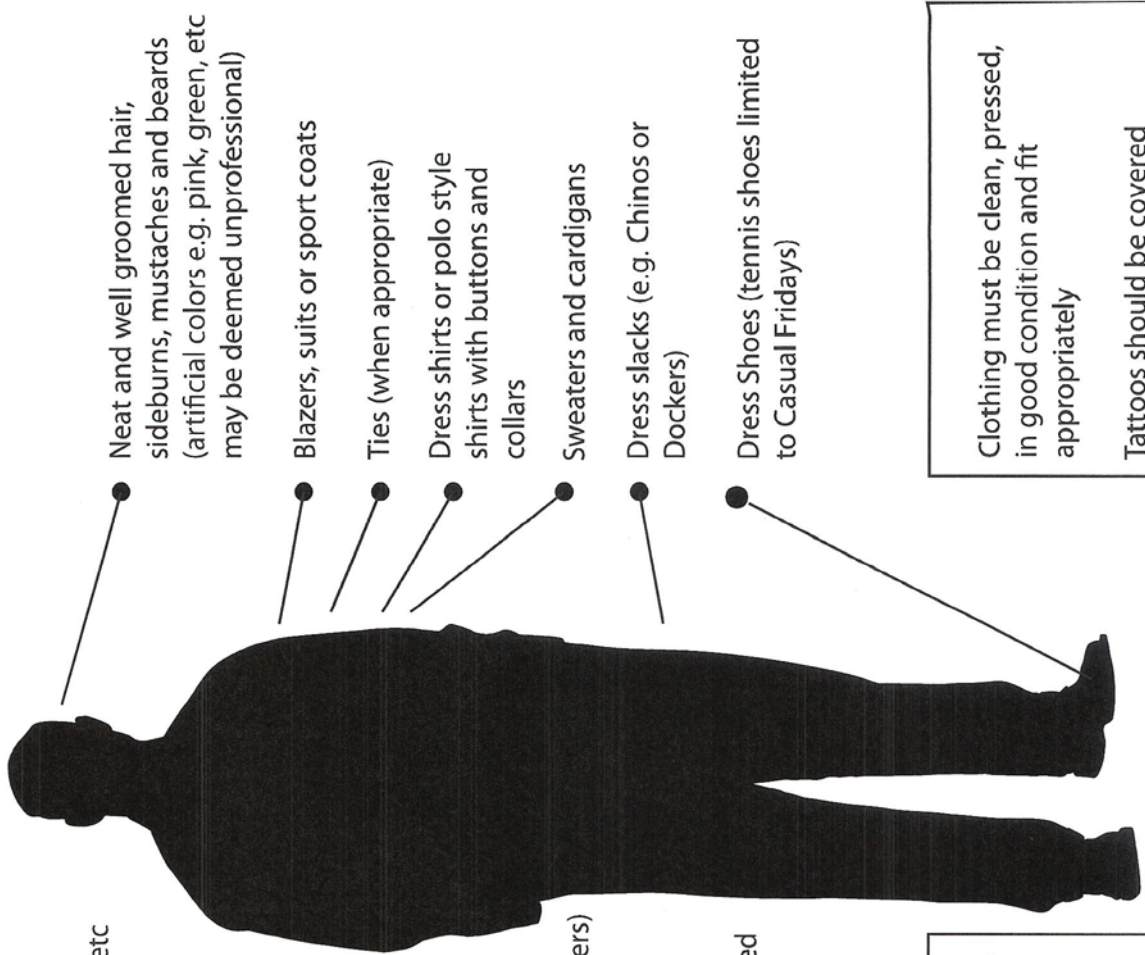
Recommended Attire

EXHIBIT 4



Clothing must be clean, pressed,
in good condition and fit
appropriately

Tattoos should be covered



Clothing must be clean, pressed,
in good condition and fit
appropriately

Tattoos should be covered

EXHIBIT 5

PERFORMANCE REQUIREMENT SUMMARY (PRS) TECHNICAL STAFFING SERVICES

REQUIRED SERVICES	STANDARD	MAXIMUM ALLOWABLE DEVIATION (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FROM CONTRACT PRICE FOR EXCEEDING AQL
Appendix B. Overall compliance with the Statement of Work (SOW), Scope of Work.	100% Adhere to County requirements	5%	- User/staff complaints - Random Inspections - Information found on Contractor reports	Up to \$100 per occurrence
Appendix B. Overall compliance with Statement of Work (SOW), Specific Tasks.	100% Adhere to County requirements	5%	- User/staff complaints - Random Inspections - Information found on Contractor reports - Random samplings	Up to \$100 per occurrence
Appendices B, C. Contractor shall establish and maintain a Quality Control Plan to assurance that the requirements of this contract are met.	100% Adhere to County requirements	0%	- User/staff complaints - Random Inspections - Information found on Contractor reports - Random samplings	Up to \$100 per occurrence
Appendix B. Personnel assigned to work with the County under this Contract undergo a background check and DMV check as specified in the SOW.	100% Adhere to County requirements	0%	- User/staff complaints - Random Inspections	Up to \$100 per occurrence per employee
Appendices B, C. Contractor in compliance with Standard Terms and Conditions.	100% Adhere to County requirements	5%	- User/staff complaints - Random Inspections - Information found on Contractor reports	Up to \$100 per occurrence
Appendix B. Contractor shall ensure they meet the requirements specified in the Contractor Responsibilities section of the SOW.	100% Adhere to County requirements	5%	- User/staff complaints - Random Inspections - Information found on Contractor reports - Random samplings	Up to \$100 per occurrence



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN

Registrar-Recorder/County Clerk

POLICIES, PROCEDURES, AND GUIDELINES

Title: DRUG FREE WORKPLACE

Policy #: A3-14

Prepared By: Human Resources Division

Effective Date: 10/11/2016

This policy supersedes Directive A3-14, dated 3/16/2000.

POLICY:

It is the policy of the Registrar-Recorder/County Clerk (RR/CC) that all employees must comply with the Los Angeles County Board of Supervisors Drug Free Workplace Program and the Reasonable Suspicion Drug Screening Program. Employees are prohibited from using, possessing, selling or being under the influence of illegal drugs in the workplace. Additionally, the use or misuse of alcohol or prescribed drugs to any extent that impairs safe and effective job performance is also prohibited.

Violation of any element of this policy shall result in disciplinary action up to and including termination.

SCOPE:

This policy is applicable to all RR/CC employees, contract personnel and volunteers.

GUIDELINES:

It is the policy of the County of Los Angeles and the RR/CC that the abuse of drugs, including alcohol, by employees or contract personnel is unacceptable as it adversely affects health, safety, security and productivity as well as public confidence and trust.

The RR/CC is committed to provide a safe, healthy, drug free workplace and to protect the safety and health of employees and the public. As such, the RR/CC may require an employee to provide a urine specimen for analysis to detect the presence of drugs or alcohol only if there is a reasonable suspicion to believe that the employee is impaired from performing his/her job duties as a result of drugs or alcohol.

The use of illegal drugs while on duty, during break-times or in any RR/CC property, including but not limited to the parking lot, break rooms, and/or rest rooms of any RR/CC facility is strictly prohibited and a violation of this policy. Also, employee's use of alcohol

and prescription drugs to the extent that it impairs safe and effective job performance while on duty at any location is strictly prohibited and violation of this policy.

Reasonable Suspicion

Reasonable suspicion must be based on both objective evidence and reasonable conclusion from such evidence that an employee's impaired performance is the result of use of drugs or alcohol. Such evidence must include observations by a trained supervisor or manager of typical indicators of intoxication or impairment caused by drugs or alcohol which are not reasonably explained as resulting from causes other than use of drugs or alcohol. Typical indicators may include, but are not limited to, characteristics of the employee's appearance, behavior, mannerisms, speech, alcohol like breath, dilated pupils, equilibrium or odors of intoxicants.

To validate a potential occurrence, the Department will utilize the services of Clinic for Drug and Alcohol Testing Urine Collection Sites (Attachment I). The staff of the collection facility will supervise specimen collection, chain of custody and arrange with an approved clinical laboratory for analysis.

Refusal Consent to Testing

An employee who refuses to consent to a drug or alcohol test shall not be subject to disciplinary action for refusal. However, the refusal shall constitute a rebuttable presumption that the employee was under the influence of drugs or alcohol at the time of the order to submit to the urine test.

While disciplinary action may not be taken based on the refusal to consent to a drug or alcohol test, disciplinary action may be taken on the basis of impaired job performance or unacceptable behavior displayed at work.

Failure to provide a specimen within a reasonable period of time (within four (4) hours) may constitute a refusal to take a urine test.

Consequences of a Positive Test Result

- a. If an employee tests positive for drugs or alcohol in a urine test conducted pursuant to these procedures, the Department Head or delegated representative may take disciplinary action.
- b. Departmental management may consider the appropriateness of the employee voluntarily entering and completing an alcohol/drug abuse treatment program in lieu of or to mitigate the severity of discipline.
- c. Any disciplinary action taken as a result of a positive drug test in conjunction with the employee's observed behavior on the job shall be subject to dispute through the same procedures that would govern any other disciplinary action.

The Employee Assistance Program Services and Rehabilitation

The Employee Assistance Program (EAP) administered by Occupational Health Services provides services to employees experiencing personal problems (including drug and/or alcohol abuse) affecting job performance. Visits to the EAP are voluntary and records relating to evaluation and treatment are confidential. In accordance with Board of Supervisors policy, the initial visit is covered by County time with approval of the supervisor. At the discretion of the Department Head, additional visits may be approved on County time. The overall purpose of the EAP is to provide a system which enables management, supervisors and employees to deal constructively with reduced job performance related to personal problems such as alcohol/drug abuse, marital or family difficulties or financial pressures. Utilization of the EAP, however, does not in any manner inhibit the Department's rights to utilize formal disciplinary action.

Violation of any element of this policy shall result in disciplinary action up to and including termination.

Reasonable Suspicion Process

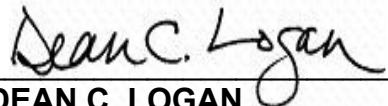
Supervisors and managers must be alert to, and recognize, the signs and symptoms of drug and alcohol abuse. Where there is reasonable suspicion that an employee is under the influence of drugs or alcohol, the supervisor/manager must obtain approval from Employee Relations to proceed with the outlined Reasonable Suspicion Procedure (Attachment II) given the observable facts of the case.

1. The supervisor/manager obtains approval from Employee Relations to proceed with the Reasonable Suspicion Procedure.
2. Two (2) supervisors/managers trained in recognizing signs of substance abuse should document all observation on the Reasonable Suspicion Checklist (Attachment III). If only one supervisor/manager is available to complete the checklist, the primary observer must document why two observers are not available.
3. The supervisor/manager must meet with the employee on the day that impairment is observed and present the observations of concern and copies of the signed Reasonable Suspicion Checklist to the employee.
4. The employee must be informed of the right to representation at this meeting. Exercising this right, however, shall not cause an unreasonable delay (testing must be completed within four (4) hours) in the testing process. If the employee declines representation, or when representation does not arrive within a reasonable timeframe, the supervisor/manager should offer the employee the opportunity for reasonable explanation.

5. The supervisor/manager must provide the employee with a copy of the Notice of Requirement for Reasonable Suspicion Drug and Alcohol Testing (Attachment IV) to read and sign.
6. The supervisor/manager must give the employee the Pre-Test Declaration Form (Attachment V) to complete. The form elicits information about recent use of prescription and non-prescription medications, and accidental exposure to controlled substances. This form is not confidential.
7. The supervisor/manager should call Occupational Health Programs (OHP) at (213) 738-2177 or (213) 738-2187 to advise them of the testing plan. OHP will confirm the clinic and location selected based on proximity and operating hours from the list of Reasonable Suspicion Drug Collection Facilities (Attachment I). After the phone call, the supervisor/manager must also fax the following documents to (213) 637-0822:
 - a. Notice to OHP of Reasonable Suspicion Drug and Alcohol Testing letter (Attachment VI);
 - b. The Reasonable Suspicion Checklist (Attachment III); and the
 - c. Pre-Test Declaration Form (Attachment V).
8. The supervisor/manager must complete a D.O.T./Company Policy Drug and Alcohol Authorization Slip (Attachment VII) for testing by the drug collection facility.

Note: The supervisor/manager must arrange transportation to the drug collection facility, unless on-site collection has been arranged. Such transportation shall meet the following guidelines:

- a. The employee will be driven to the drug collection facility by someone other than his/her immediate supervisor, unless the supervisor and the employee agree that the supervisor is the most suitable person.
- b. Public transportation such as a taxicab may be utilized. In such case the Department representative must accompany the employee to the drug collection facility.
- c. The Department representative must bring the completed Drug and Alcohol Authorization Slip to the drug collection facility.
- d. The supervisor/manager must ensure the employee does not drive him/herself home on the day of impairment and must notify the employee that he/she will be restricted from performing safety-sensitive duties until cleared by OHP.



DEAN C. LOGAN
Registrar-Recorder/County Clerk

AUTHORITY:

- Chief Administrative Office memorandum on County Drug Free Workplace Program, dated April 16, 1992.
- Los Angeles County Board of Supervisors motion to adopt the Los Angeles Drug Free Workplace Policy, dated June 9, 1992
- Los Angeles County Board of Supervisors Policy 9.050, Drug Free Workplace Program.
- Los Angeles County Chief Executive Office website: Drug Free Workplace Policy: Reasonable Suspicion http://cao.lacounty.gov/DAT/dat_default.htm.

ISSUE/REVIEW DATE:

Issue Date: March 16, 2000
Review Date: October 11, 2016

RESOURCE GUIDE:

- Clinic for Drug and Alcohol Testing Urine Collection Sites - Attachment I
- Reasonable Suspicion Procedure - Attachment II
- Reasonable Suspicion Checklist, Attachment III
- Notice of Requirement for Reasonable Suspicion Drug/Alcohol Testing - Attachment IV
- Pre-Test Declaration Form - Attachment V
- Notice to OHP of Reasonable Suspicion Drug and Alcohol Testing - Attachment VI
- D.O.T./Company Policy Drug and Alcohol Authorization Slip - Attachment VII

CLINIC FOR DRUG AND ALCOHOL TESTING URINE COLLECTION SITES

REVISED 03/21/16

Contractor	Address	Weekday Hours	Contact Person	Phone
LOS ANGELES AREA				
Temple Medical Center	124 Vignes Street Los Angeles, CA 90012	24 hours 7 days per week	Debbie Gomez	(213) 626-5679
EAST AREA				
Irwindale Industrial Clinic	6000 North Irwindale Avenue Irwindale, CA 91702	24 hours 7 days per week	Gladys Miranda	(626) 969-9800
NORTH AREA				
Proactive Work Health Center	44451 16th Street West Lancaster, CA 93534	Monday-Friday 7:30 am - 10:00 pm Saturday 9:00 am - 5:00 pm Sunday Closed	Alan Jay	(661) 945-5999 (661) 233-2232 (After Hours)
SAN FERNANDO VALLEY				
Glendale Adventist Occupational Medicine	600 South Glendale Avenue Glendale, CA 91205	Monday-Friday 8:00 am - 4:00 pm	Yolanda Estrada Judy Van Houten	(818) 502-2050
SOUTH BAY				
CareOnSite - Long Beach	1250 Pacific Avenue Long Beach, CA 90813	24 hours 7 days per week	Tina Ho	(562) 437-0831
CareOnSite - Carson	455 East Carson Plaza Drive Carson, CA 90746	Monday-Friday 7:00 am - 5:00 pm	Alicia Oquendo	(562) 624-2720
LAX AREA				
Concentra Medical Center - LAX	6033 West Century Boulevard #200 Los Angeles, CA 90045	Monday - Friday 6:00 am - 12:00 am Saturday and Sunday 8:00 am - 6:00 pm	Jessica Servin Shicole Brown	(310) 215-1600

County of Los Angeles
Chief Executive Office – Occupational Health Programs

REASONABLE SUSPICION PROCEDURE

1.	Supervisor/Manager should get approval (from Personnel/Employee Relations, depending on departmental policy) to proceed with the Reasonable Suspicion Procedure given the observable facts of the case.	☐ Approval received from Personnel/Employee Relations
2.	Two Supervisors or Managers trained in recognizing signs of substance abuse should complete the Reasonable Suspicion Checklist . If only one is available to complete the list, document why two are not available.	☐ <i>Reasonable Suspicion Checklist</i> completed
3.	The Supervisor/Manager must meet with the employee on the day that impairment is observed to present the observations of concern and copies of the signed Checklist . The Supervisor/Manager must inform the employee of their right to representation at this meeting, but the representative must appear quickly so as not to delay the testing process (testing must be completed within four hours of observation). If the employee declines representation, or when representation arrives within a reasonable timeframe, the Supervisor/Manager should offer the employee the opportunity for reasonable explanation. However, regardless of explanation, proceed to Step 4.	☐ Employee told of their right to representation ☐ <i>Reasonable Suspicion Checklist</i> presented to employee ☐ Employee given the opportunity to provide explanation, and response documented
4.	The Supervisor/Manager must provide the employee a copy of the Notice of Requirement for Reasonable Suspicion Drug and Alcohol Testing to read and sign. If employee refuses to sign, proceed to Step 5 regardless.	☐ <i>Notice of Requirement for Reasonable Suspicion Drug and Alcohol Testing</i> form read and signed by employee
5.	The Supervisor/Manager must give the employee the Pre-Test Declaration Form to complete. This form is NOT confidential.	☐ <i>Pre-Test Declaration Form</i> completed by employee
6.	The Supervisor/Manager should call Occupational Health Programs (OHP) at (213) 738-2177 or (213) 738-2187 to advise them of the testing plan. OHP will confirm the clinic and location selected based on proximity and operating hours from the list of Contract Medical Clinics . After the phone call, the Supervisor/Manager must also fax the Notice to OHP of Reasonable Suspicion Drug and Alcohol Testing letter; the Reasonable Suspicion Checklist ; and the Pre-Test Declaration Form to (213) 637-0822.	☐ OHP advised of the test plan ☐ Clinic and location confirmed by OHP ☐ Fax to OHP: 1. <i>Notice to OHP of Reasonable Suspicion Drug and Alcohol Testing</i> letter; 2. <i>Reasonable Suspicion Checklist</i>; and 3. <i>Pre-Test Declaration Form</i>
7.	The Supervisor/Manager must complete a Drug and Alcohol Authorization Slip for testing by County contractor.	☐ <i>Drug and Alcohol Authorization Slip</i> completed

8.	The Supervisor/Manager must arrange transportation to the clinic (unless on-site collection has been arranged) and arrange for subsequent transport of the employee to his or her home. Someone other than the immediate supervisor should drive unless both employee and supervisor agree the supervisor is the most suitable person. Transportation may be by a department representative or taxi. A department representative must go with (or drive) the employee to the clinic. The department representative must also bring the completed Drug and Alcohol Authorization Slip to the clinic.	☐ Transportation to clinic and employee's home arranged ☐ Department representative to bring <i>Drug and Alcohol Authorization Slip</i> to the clinic ☐ Employee has a photo identification to bring to the clinic
9.	At the clinic, the department representative must give the Drug and Alcohol Authorization Slip to clinic staff. The employee must present photo identification or the department representative must confirm identity. The employee provides a urine specimen according to procedures that ensure the employee's privacy while also protecting the specimen from adulteration, substitution, or dilution. The clinic secures and transports the specimen to the laboratory for analysis.	☐ Employee gives the <i>Drug and Alcohol Authorization Slip</i> to clinic staff ☐ Employee presented photo identification to clinic ☐ Employee provided urine specimen
10.	The Supervisor/Manager must ensure the employee does not drive themselves home on the day of impairment. The Supervisor/Manager must also notify the employee that he/she will be restricted from performing safety-sensitive duties until cleared by OHP.	☐ Employee has been safely transported home ☐ Employee notified of restricted duty status
11.	Upon receiving and reviewing the laboratory report, the MRO (at OHP) will provide the results to the employee within four business days from collection of the sample, and a conclusion statement to the Department Head (or designee).	☐ Results provided to employee ☐ Conclusion statement received by the Department Head (or designee)
12.	If the conclusion states the employee was under the influence (not attributable to acceptable treatment practices): a. the department may take disciplinary action based on the test results and observations at the time the test was ordered, and b. at the department's discretion, may consider any mitigating effects on discipline of voluntary participation in treatment or rehabilitation.	☐ Disciplinary action taken ☐ Considered mitigating effects on discipline of voluntary participation in treatment or rehabilitation

Revised 03/19/13

County of Los Angeles
Chief Executive Office – Occupational Health Programs

REASONABLE SUSPICION CHECKLIST

Supervisor/Manager: Record observations of employee's appearance and behavior that you believe may be the result of use of controlled substances or alcohol misuse.

NAME OF EMPLOYEE OBSERVED	DATE OF OBSERVATION	TIME OF OBSERVATION ____ A.M. ____ P.M. ____ : ____ HOUR MINUTES
PRIMARY OBSERVER (Print)	SECOND OBSERVER, if available (Print)	
LOCATION OF OBSERVATION		

OBSERVATIONS (Check all appropriate items)

Determination of reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.

SPEECH

- ☐ Normal
- ☐ Slowed
- ☐ Rapid
- ☐ Silent
- ☐ Loud
- ☐ Confused
- ☐ Slurred
- ☐ Talkative
- ☐ Hostile

ALERTNESS

- ☐ Normal
- ☐ Drowsy
- ☐ Energized

OVERT MOOD

- ☐ Normal
- ☐ Elated, "Up"
- ☐ Fearful
- ☐ Anxious
- ☐ Irritable
- ☐ Angry
- ☐ Sad, depressed

BALANCE

- ☐ Normal
- ☐ Swaying
- ☐ Staggering
- ☐ Falling

NOSE

- ☐ Sniffing
- ☐ Runny
- ☐ Reddened

EYES

- ☐ Reddened
- ☐ Pupils constricted
- ☐ Pupils dilated

BREATH

- ☐ Alcohol-like
- ☐ Chemical odor
- ☐ "Burnt Rope" odor

MOVEMENTS

- ☐ Normal
- ☐ Slowed
- ☐ Quickened
- ☐ Uncoordinated
- ☐ Shaking
- ☐ Aggressive

WALKING

- ☐ Normal
- ☐ Stumbling
- ☐ Falling
- ☐ Holding, Reaching

Describe any other specific observations, or explain any of those checked above, that require further clarification as a basis of reasonable suspicion (continue on back if necessary).

I certify that I have had training in recognition of alcohol and drug misuse and that to the best of my judgment reasonable suspicion exists to require the above employee to undergo testing for alcohol and controlled substances.

PRIMARY OBSERVER

Signature Title Date

SECONDARY OBSERVER (if available)

Signature Title Date

County of Los Angeles
Chief Executive Office – Occupational Health Programs

NOTICE OF REQUIREMENT FOR REASONABLE SUSPICION DRUG/ALCOHOL TESTING

The Drug Free Workplace Policy authorizes the County of Los Angeles (County) to have an employee provide a urine specimen for analysis if there is reasonable suspicion the employee is impaired because of drugs or alcohol.

REASONABLE SUSPICION:

Reasonable suspicion is based on observations by a trained supervisor or manager that an employee's impairment is the result from the use of drugs or alcohol. Our observations lead us to believe that use of drugs or alcohol is the cause of your impairment, as documented by your supervisor in the Reasonable Suspicion Checklist provided to you. Therefore, **the Department is requiring you to undergo urine drug and alcohol testing today without unnecessary delay.**

SUBSTANCES TESTED FOR:

The drug screen will test your urine for the following substances:

1. Amphetamines or Methamphetamines
2. Benzodiazepines (for example, Valium, Librium)
3. Barbiturates (for example, Fiorinal)
4. Cocaine
5. Methadone
6. Methaqualone (for example, Quaalude)
7. Opiates (for example, Tylenol #3, Codeine)
8. Phencyclidine (PCP)
9. Marijuana
10. Alcohol

CONSEQUENCES OF REFUSAL TO AGREE TO DRUG/ALCOHOL TESTING:

If you do not agree to a drug or alcohol test, you will not be subject to disciplinary action for refusing to consent. However, your refusal is a refutable presumption that you were under the influence of drugs or alcohol at the time you were ordered to take a urine test.

NOTE: Failure to provide a specimen within four hours is the same as a refusal to take a urine test. You may be subject to discipline for being under the influence of drugs or alcohol based on the refutable presumption and documentation of your performance and behavior.

URINE COLLECTION AND PROCESSING:

You will be asked to provide a urine specimen in a manner that respects your privacy and dignity, but which also prevents tampering, adulteration, or substitution. You must provide enough urine (about a ¼ cup) to divide the specimen into two bottles. Both bottles will be sealed in your presence and transported to a certified analytical laboratory. The laboratory will test the specimen from one bottle. If the test is positive, the other bottle will remain sealed in storage, and at your request, be available for repeat testing at a certified laboratory of your choice.

Before reporting a test as positive to the Department, a Medical Review Officer (MRO), a specially trained physician from the County's Occupational Health Programs, must review and discuss the results with you. After the MRO completes his or her assessment, you will receive a copy of the laboratory result and a written report from the MRO. This report will advise you of your right to have the second bottle independently tested and reviewed by an independent MRO at the County's expense.

CONSEQUENCES OF POSITIVE RESULT ON DRUG/ALCOHOL TEST:

If your test is positive for alcohol, illegal drugs, or for legal drugs taken without a prescription, the Department may take disciplinary action against you. The Department will rely on the positive test result and your observed behavior at the time the urine test was ordered. The Department may consider that you voluntarily enter and complete a drug or alcohol abuse treatment program to mitigate the severity of discipline. You have the same right and must follow the same procedures to dispute this action as any other disciplinary action.

I RECEIVED A COPY OF THIS NOTICE AND UNDERSTAND ITS CONTENTS, INCLUDING MY RIGHT TO REPRESENTATION AND RETEST IF THE RESULTS ARE POSITIVE.

Employee Signature

Date

Print Name

Revised 5/6/08

County of Los Angeles
Chief Executive Office – Occupational Health Programs

PRE-TEST DECLARATION FORM

Instructions to Supervisor:

Have the employee complete and sign this form.

Employee Name: _____

Have you ingested or inhaled any illegal substance within the last ten (10) days?

() No

() Yes Date(s) of use _____ Substance _____

 Date(s) of use _____ Substance _____

Please provide a reliable telephone number for contact or message and your mailing address.

() _____

The information provided above is true and correct to the best of my knowledge.

Signature: _____ Date: _____

Cc: Copy to Employee
 Original faxed by County department to OHP



American Substance Abuse Professional Drug Solutions, Inc.
455 E. Carson Plaza Dr., Carson, CA 90746 Tel# (562) 624-2720

D.O.T./Company Policy Drug and Alcohol Authorization Slip

Date: _____

(For services to be rendered, date of service must match date on authorization slip.)

Department Name: _____ Dept #: _____

Collection Site Name: _____ Collection Site Phone#: _____

Employee Name: _____ Employee#: _____

Authorized by: _____
Signature Name (Print)
(Signature indicates that your company is assuming responsibility for payment of charges.)

Telephone #: _____ Fax #: _____

Time of notification: _____ am/pm (Instruct donor that he/she has 60 min. + travel time to report to collection site after notification.)

The drug/alcohol test will be performed when the appropriate selections in columns 1, 2, and 3 are complete.

1	2	3
Type of Test:	Agency/Consortium	Test Requested
____ Pre Employment	____ DOT (FMCSA)	____ DOT Drug
____ Random	____ DOT (PHMSA)	____ DOT Alcohol
____ Follow-up	____ DOT (USCG)	X Non-DOT Drug
____ Post Accident	____ DOT (FTA)	____ Non-DOT Alcohol
____ Return to Duty	____ DOT (FAA)	X Other
X Reasonable Suspicion/Cause	____ DOT (FRA)	Specify 9 PANEL W/URINE
____ Other	____ Company Policy	ALCOHOL SPLIT SAMPLE
	X Other Specify LA COUNTY	

EMPLOYEE/DONOR MUST BRING VALID PHOTO ID!!!
BILL ASAP FOR ALL DRUG AND ALCOHOL SERVICES.

*****FOR DOT RANDOM TESTS, PLEASE ASK THE EMPLOYEE TO BRING THE NOTIFICATION SLIP TO THE COLLECTION FACILITY.**

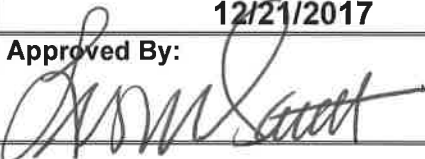
For Collection Site – Donor Arrival Time: _____

For Collection Site – Donor Departure Time: _____

frmC35a-12'08



County of Los Angeles
Department of Human Resources
POLICIES, PROCEDURES AND GUIDELINES

Subject: COURTESY AND RESPECT IN THE WORKPLACE	Policy Number: 809	Pages: 4
	Effective Date: 12/21/2017	
	Approved By: 	

PURPOSE

The County of Los Angeles is committed to providing all employees a healthy, respectful, courteous and safe work environment. This policy is to communicate to all County personnel that any form of abusive conduct in the workplace is unacceptable.

POLICY

The County will not tolerate any form of abusive conduct in the workplace, whether verbal or written (e.g., via e-mail, cyberbullying). This policy applies during work hours, at work-related or sponsored functions, while traveling on work-related business, and to off-duty conduct that adversely impacts or has a job nexus to the workplace. Violation of this policy may result in discipline up to and including discharge.

Abusive conduct in the workplace is different from workplace unlawful harassment, discrimination, retaliation, and inappropriate conduct towards others based on a protected status as defined by the County's Policy of Equity.

GUIDELINES

"Abusive conduct" means conduct of an employee in the workplace with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, epithets, as well as verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless it is severe and egregious. Abusive conduct is usually carried out by an individual, but can also occur as a result of inappropriate group behavior against one or more individuals.

Subject: COURTESY AND RESPECT IN THE WORKPLACE	Policy Number: 809	Pages: 4
	Effective Date: 12/21/2017	

Abusive conduct in the workplace can involve misapplication or misuse of authority, which undermines an employee's right to work with dignity and respect. Employees who witness abusive conduct can also have their attitudes and work performance negatively affected. Abusive conduct is unacceptable behavior because it breaches principles of professionalism, respect, and fairness, and it frequently represents an abuse of power or authority.

Mobbing is a particular type of abusive conduct carried out by a group rather than by an individual. Mobbing is the social isolation of a person through collective unjustified accusations, humiliation, general harassment, or emotional abuse.

REPORTING PROCEDURE

Any employee, including supervisors and managers, who feels he or she has been subjected or is witness to abusive conduct or has received a report of abusive conduct, is encouraged to immediately report the incident verbally and/or in writing to:

- His or her supervisor; or
- Any departmental supervisor or manager; or
- The department's human resources division.

Supervisors and managers who receive complaints or reports of abusive conduct in the workplace should immediately report the incident in writing to the department's human resources division.

No employee will be subjected to an adverse employment action for submitting a complaint regarding conduct that potentially violates this policy, or for cooperating in any administrative investigation or otherwise preventing prohibited practices under this policy. The County will take corrective administrative action to prevent retaliation, including the imposition of appropriate discipline to any County employee who engages in retaliation.

RESPONSIBILITIES

Employees:

- Comply with this policy; and
- Report incidents of abusive conduct, either as a victim or a witness, to the supervisor or manager or to the department's human resources division.

Subject: COURTESY AND RESPECT IN THE WORKPLACE	Policy Number: 809	Pages: 4
	Effective Date: 12/21/2017	

Managers and supervisors:

- Ensure that all employees are aware of the policy against abusive conduct in the workplace and familiar with reporting procedures;
- Monitor the work environment to ensure that any incident of abusive conduct in the workplace is investigated regardless of whether a complaint of abusive conduct has been received;
- Provide leadership and act as a role-model by demonstrating appropriate professional behavior;
- Immediately stop conduct that potentially violates this policy and take immediate administrative action to terminate such conduct; and
- Report incidents of abusive conduct in the workplace to the department's human resources division.

AUTHORITY

- Countywide Policies, Procedures, and Guidelines (<http://dhr.mylacounty.info/PPG.asp>):
 - PPG 512: Professional Appearance in the Workplace
 - PPG 620: Violence in the Workplace
 - PPG 810: Ordered Absence from Regular Work Location
 - PPG 812: County Policy of Equity
 - PPG 910: Employees' Cooperation in the Administrative Investigation Process
 - PPG 1040: Countywide Policy and Disciplinary Guidelines on Abuse of Telecommunications Equipment and Services
 - PPG 1041: Countywide Policy and Disciplinary Guidelines on Inappropriate Employee Conduct Toward Members of the Public
 - PPG 1042: Countywide Policy and Disciplinary Guidelines on Inappropriate Employee Conduct of a Sexual Nature Toward or in the Presence of Members of the Public
- County of Los Angeles Employee Handbook
- Countywide Discipline Guidelines

Subject: COURTESY AND RESPECT IN THE WORKPLACE	Policy Number: 809	Pages: 4
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- Board of Supervisors (BOS) Policy Manual # 6.101
- BOS Policy Manual # 6.104
- BOS Policy Manual # 6.105
- BOS Policy Manual # 9.020
- California Government Code 12950.1(b)

DATE ISSUED/REVIEW DATE

Original Issue Date: 12/21/2017



MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF REGISTRAR-RECORDER/COUNTY CLERK
AND
CONTRACTOR
FOR
AS NEEDED TEMPORARY STAFFING SERVICES

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 - H1 Certification of Employee Status
 - H2 Certification of No Conflict of Interest
 - H3 Contractor Acknowledgement and Confidentiality Agreement
- I As-Needed Temporary Staffing Services Classification Pricing Schedule
- J Master Agreement Discrepancy Report
- K Background Check Attestation Form

**MASTER AGREEMENT
BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF REGISTRAR-RECORDER/COUNTY CLERK
AND
CONTRACTOR
FOR
AS-NEEDED TEMPORARY STAFFING SERVICES**

This Master Agreement and Exhibits made and entered into this ____ day of _____, 202_ by and between the County of Los Angeles, Department of Registrar-Recorder/County Clerk hereinafter referred to as County and _____, hereinafter referred to as Contractor, to provide _____ Services.

RECITALS

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

WHEREAS, the Contractor is a firm specializing in providing Temporary Staffing Services; and

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

WHEREAS, the Board of Supervisors has authorized the Registrar-Recorder/County Clerk or 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

Exhibits A, B, C, D, E, F, G (G1, G2), H (H1, H2, H3), I, J, and K are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Exhibits:

- 1.1 Exhibit A Statements of Work
 - A1 Statement of Work As-Needed Technical Staffing Services
 - A2 Statement of Work As-Needed Non-Technical Staffing Services
- 1.2 Exhibit B County's Administration
- 1.3 Exhibit C Contractor's Administration
- 1.4 Exhibit D Contractor's EEO Certification
- 1.5 Exhibit E Jury Service Ordinance
- 1.6 Exhibit F Safely Surrendered Baby Law
- 1.7 Exhibit G Work Order Format (Fixed Price Per Deliverable Basis)
 - G1 Master Agreement Work Order As-Needed Technical Staffing Services
 - G2 Master Agreement Work Order As-Needed Non-Technical Staffing Services
- 1.8 Exhibit H Forms Required for Each Work Order Before Work Begins
 - H1 Certification of Employee Status
 - H2 Certification of No Conflict of Interest
 - H3 Contractor Acknowledgement and Confidentiality Agreement
- 1.9 Exhibit I As-Needed Temporary Staffing Services Classification Pricing Schedule
- 1.10 Exhibit J Master Agreement Discrepancy Report
- 1.11 Exhibit K Background Check Attestation Form

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used. For purposes of this Master Agreement, "Contractor staff" and "Contractor employee" may be used interchangeably.

- 2.1 Contractor or Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Amendment:** The term used herein shall mean a written change to this Agreement entered into in accordance with Paragraph 8.1 (Amendments).
- 2.3 Ballot Marking Devices or BMD:** The Ballot Marking Device (BMD) is a key equipment component to the Voting Solutions For All People (VSAP, as defined below) voting system. The BMD allows voters to mark their ballots.
- 2.4 Board, Board of Supervisors, or BOS:** The terms used herein shall mean the County's Board of Supervisors, County of Los Angeles, California.
- 2.5 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.6 County:** The term used herein shall mean the County of Los Angeles or Department of Registrar-Recorder/County Clerk.
- 2.7 County Master Agreement Project Director or MAPD:** The individual has the authority to negotiate, recommend all changes to

this Master Agreement, and resolve disputes between the Department and Contractor.

- 2.8 County Technical Staffing Services Project Director or County Non-Technical Staffing Services Project Director:** Person with authority to approve all Work Order solicitations and executions.
- 2.9 County Technical Staffing Services Project Manager or County Non-Technical Staffing Services Project Manager:** Person designated as chief contact with respect to the day-to-day administration of the Master Agreement.
- 2.10 County Work Order Director:** Responsible for coordinating and monitoring Work Orders.
- 2.11 Day(s):** Calendar day(s) unless otherwise specified.
- 2.12 Debarment:** The process that precludes an existing contractor and/or a bidder/proposer from:
- 1) submitting a bid/response to a County solicitation;
 - 2) being awarded a contract; and/or
 - 3) performing work on a County contract for a period of up to three (3) years.
- 2.13 Department:** The term used herein shall mean the County of Los Angeles Department of Registrar-Recorder/County Clerk.
- 2.14 ePollbooks:** Electronic pollbook is a tabular device and system that contains an electronic list of the County's registered voters and is used to identify a voter at a Vote Center and whether the voter has voted.
- 2.15 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.16 Liquated Damages:** The monetary amount deducted from Contractor's payment due to non-compliance with the Contract and/or deficiencies in performance.
- 2.17 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.

- 2.18 Non-Responsible:** A finding by the County that a bidder/proposer is incapable of performing as a responsible County contractor, based on past performance history or other relevant documentation.
- 2.19 Non-Responsive:** Generally, refers to the failure of a bidder/proposer to comply with all solicitation requirements making the bidder/proposer ineligible for consideration in that specific evaluation process.
- 2.20 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ), has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Department.
- 2.21 Quality Control Plan:** All necessary measures taken by the Contractor to assure that the quality of service meets Contract requirements regarding security, accuracy, timeless, appearance, completeness, consistency and conformity as set forth in the Statement of Work.
- 2.22 Registrar-Recorder/County Clerk:** Department Head of the Department of Registrar-Recorder/County Clerk.
- 2.23 Request For Statement of Qualifications or RFSQ:** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.24 Responsible:** A bidder/proposer that has conducted themselves in an acceptable manner as determined by the Board of Supervisors (see County Code 2.202.030) and has the financial and managerial ability to perform the required work.
- 2.25 Responsive:** A bid/proposal submitted to the County that complies with all solicitation requirements.
- 2.26 Solicitation Document:** A document developed by the County to obtain bids, proposals, and other information from bidders/proposers.
- 2.27 Statement of Qualifications or SOQ:** A Contractor's response to an RFSQ.
- 2.28 Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.

- 2.29 Tier 0:** Phone support and remote diagnostics using a script or other resources available.
- 2.30 Tier 1:** Field support to troubleshoot or replace devices.
- 2.31 Vendor:** An organization/company submitting a bid/proposal in response to the County's solicitation for goods and/or services.
- 2.32 Vote Centers or VC:** Physical voting locations where a voter may cast a ballot during the voting period in an election.
- 2.33 Voting Period:** A period lasting up to eleven (11) consecutive days per election, in which the voters of Los Angeles County can vote at any Vote Center throughout Los Angeles County.
- 2.34 Voting Solutions for All People or VSAP:** County's voting system used to conduct elections in the County.
- 2.35 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order shall result from bids, solicited by and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Availability Notice, County shall select the qualified bids responding to the requirements of the proposed Work Order. No work shall be performed by Contractors except in accordance with validly bid and executed Work Orders.

3.0 WORK

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

3.2 Work Orders shall conform to Exhibit G1 or G2. The particular Work Order is to be performed on a fixed price per deliverable basis as determined by County. Each Work Order shall include, but not be limited to, Contractor staff information and roster, policies, Exhibit G1 or G2, Exhibit H1 (Certification of Employee Status), H2 (Certification of No Conflict of Interest), and Exhibit H3 (Contractor Acknowledgement and Confidentiality Agreement). Upon receipt of the aforementioned Work Order documents, Contractor has one (1) business day to acknowledge receipt and fourteen (14) business days prior to the Work Order start date to provide a

list of names of staff available to perform services under the Work Order.

Payment for all work shall be on a fixed priced per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order.

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Work Orders shall generally conform to either Exhibit G1 or G2, and are to be performed on a fixed price per deliverable basis (see Exhibit G1 or G2) as determined by County. Each Work Order shall include an attached Statement of Work, which shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be either on a time and materials basis or on a fixed priced per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order.
- 3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor staff, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with sub-paragraph 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.4 County procedures for issuing and executing Work Orders are as set forth in this sub-paragraph 3.4. Upon determination by County to issue a Work Order solicitation, County shall issue a Work Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted shall submit a bid to the County address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order.
- 3.5 Upon completion of evaluations, County shall execute the Work Order by and through the Department staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Order solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors. Work Orders are usually issued for periods not extending past the end of County's current fiscal year (June 30th) with the exception of Work Orders for

as needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the Work Order is only extended through the end of the fiscal year, County may either rebid the Work Order tasks or extend the Work Order if technical or cost circumstances require it.

- 3.6 County estimates that selection of any Contractor shall occur within five (5) business days of completion of the evaluations of the particular Work Order bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date or requirements of the particular Work Order may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of County's Project Director.
- 3.7 In the event Contractor defaults three times under sub-paragraph 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Sub-paragraph 8.42, Termination for Default.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by the Registrar-Recorder/County Clerk or designee as authorized by the Board of Supervisors. This Master Agreement shall expire five (5) years after the date of its execution unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year periods and six (6) month to month extensions, for a maximum total Master Agreement term of seven (7) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Registrar-Recorder/County Clerk or designee as authorized by the Board of Supervisors.

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

- 4.3 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall

send written notification to the Department at the address herein provided in Exhibit B.

5.0 MASTER AGREEMENT SUM

- 5.1 The pricing under this Master Agreement shall include all Contractor's fees for supplying staffing to perform as-needed temporary staffing services as well as all applicable taxes as specified in this Agreement including any and all attachments thereto. Contractor shall bill the County according to firm and fixed hourly rates as specified in Exhibit I of this Agreement for providing as-needed temporary staffing services.
- 5.2 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department by the County Board of Supervisors in the approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.4 **No Payment for Services Provided Following Expiration/Termination of Master Agreement**

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

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

5.5 Invoices and Payments

5.5.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor shall separately invoice County for each Work Order by deliverable, as services will be performed on a fixed price per deliverable basis (see Exhibit G1 and G2).

5.5.2 Payment for all work shall be on a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with sub-paragraph 8.26, Liquidated Damages.

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

5.5.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Work Order Director, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.5.5 Invoices under this Master Agreement shall be submitted to the address(es) set forth in the applicable Work Order.

5.5.6 Invoice Content

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

Fixed Price Per Deliverable

Each invoice submitted by Contractor shall specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the

deliverable(s), and the individual amount being billed for each deliverable; and

- The total amount of the invoice.

5.4.7 Local Small Business Enterprises – Prompt Payment Program

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

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

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

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

5.5.3 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.

5.5.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit B. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department and Contractor.

6.2 County's Project Director

The County Technical Staffing Services Project Director or County Non-Technical Staffing Services Project Director, as applicable, or their respective designee, is the approving authority for individual Work Order solicitations and executions.

6.3 County's Work Order Director

A Work Order Director will be assigned for each Work Order by County's Project Director.

6.3.1 The responsibilities of the Work Order Director include:

- Ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- Coordinating and monitoring the work of Contractor staff assigned to the Work Order Director's specific projects, and for ensuring that this Master Agreement's objectives are met;
- Monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- Coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor staff on each particular project;

- Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3.2 County's Work Order Directors are not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, sub-paragraph 8.1.

6.4 County Technical Staffing Services Project Manager or County Non-Technical Staffing Services Project Manager

The County Technical Staffing Services Project Manager or County Non-Technical Staffing Services Project Manager, as applicable, or their respective designee, is the County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Project Manager shall prepare and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

7.1 Contractor Project Manager

7.1.1 Contractor Project Manager is designated in Exhibit C. The Contractor shall notify the County in writing of any change in the name or address of the Contractor Project Manager.

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

7.2 Contractor's Authorized Official(s)

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

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

7.3 Approval of Contractor's Staff

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

7.3.1 Contractor Staff

7.3.1.1 Contractor shall be responsible for providing competent staff to fulfill the Master Agreement. County shall have the right to review and approve potential staff prior to performing services under this Master Agreement.

7.3.1.2 Contractor shall ensure that by the first day of work, all persons working on this Master Agreement have signed an acknowledgement form regarding confidentiality that meets the standards of the Department of Registrar-Recorder/County Clerk for County employees having access to confidential Criminal Offender Record Information (CORI). Contractor shall retain the original CORI form and forward a copy to both the County Master Agreement Project Director and County Work Order Director within five (5) business days of work commencement. Refer to Appendix A (Statement of Work As-Needed Technical Staffing Services) or Appendix B (Statement of Work As-Needed Non-Technical Staffing Services).

7.3.1.3 All persons must be able to read, write, speak English and possess good grammatical skills. In some assignments, staff who can speak, read, write, other languages fluently will also be required.

7.3.1.4 County reserves the right to have County Technical Staffing Services Project Manager, County Non-Technical Staffing Services Project Manager, as applicable, or their respective designee, interview any or all prospective employees/staff of Contractor.

- 7.3.1.5 Contractor shall assign a sufficient number of staff to perform required work.
- 7.3.1.6 County reserves the right to preclude the Contractor staff from performing services under this Master Agreement. The Contractor shall be responsible for immediately removing and replacing within twenty-four (24) hours, any Contractor staff from work on this Master Agreement, when requested to do so by the County Technical Staffing Services Project Manager, County Non-Technical Staffing Services Project Manager, County Technical Staffing Services Project Director or County Non-Technical Staffing Services Project.
- 7.3.1.7 Contractor shall be required to conduct a background check of their employees/staff as set forth in Paragraph 7.5 (Background and Security Investigations) of this Master Agreement.
- 7.3.1.8 Staff provided by Contractor shall present a neat appearance and be properly attired. County reserves the right to determine appropriate attire. Notwithstanding any other grounds for removal, Contractor staff may be asked to leave a County facility or assigned worksite by a County representative if they do not have the proper attire, as determined by the County. In the event Contractor staff is requested to leave a County facility or assigned worksite for improper attire, Contractor staff will only be compensated for hours worked.
- 7.3.1.9 Contractor shall have available persons who will be available to replace an absent staff and/or a permanent vacancy within twenty-four (24) hour notice. County shall compensate Contractor only for hours worked by those alternate staff.
- 7.3.1.10 Contractor shall employ persons age eighteen (18) years or older for positions.
- 7.3.1.11 Contractor shall provide the County Program Manager and Contracts Manager with a current

list of employees/staff and keep this list updated during the term of this Master Agreement.

- 7.3.1.12 The County Technical Staffing Services Project Manager or County Non-Technical Staffing Services Project Manager, as applicable, may, at his/her sole discretion, direct the Contractor to replace any of the staff the County Technical Staffing Services Project Manager or County Non-Technical Staffing Services Project Manager determines is harmful or posing harm to other staff, the public or Department clients during the performance of their job, or which otherwise made it inappropriate for such persons to be in contact with the public or Department clients.
- 7.3.1.13 Staff provided by Contractor are prohibited from using, possessing, buying, selling or being under the influence of illegal drugs or alcohol in the workplace. County reserves the right to maintain a drug free workplace and to remove any Contractor staff who violate or are reasonably suspected of violating Registrar-Recorder/County Clerk's Policy A3-14 Drug Free Workplace.
- 7.3.1.15 For security and verification purposes, Contractor staff must sign in-and-out daily on the weekly timesheet. County reserves the right to remove Contractor staff from working under this Master Agreement and have Contractor replace any such staff after two (2) failures to sign in and out.
- 7.3.1.16 Contractor staff must complete an orientation prior to commencement of any work by the staff. County shall compensate Contractor only for duration of the orientation.
- 7.3.1.17 Contractor shall replace Contractor staff after two (2) days of no call, no show for any work assignment under a Work Order. County shall compensate Contractor only for hours worked by those alternate Contractor staff.
- 7.3.1.18 Contractor must create and maintain a list identifying Contractor staff the County has removed from a Work Order assignment or

otherwise identified as “not suitable” for County assignments.

7.4 Contractor’s Staff Identification

- 7.4.1 All of Contractor’s staff assigned to County facilities are required to have a County Contractor Staff Identification (ID) badge on their person and visible at all times. Staff will be issued a County Contractor Staff ID badge before they are assigned to work in a County facility.
- 7.4.2 Contractor staff 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. County shall compensate Contractor staff only for hours worked.
- 7.4.3 Contractor shall notify the County within one (1) business day when staff is terminated from working under this Master Agreement by the Contractor. Contractor shall retrieve and return staff’s County ID badge to the County on the next business day after the staff’s termination of employment with the Contractor.
- 7.4.4 If County requests the removal of Contractor staff, Contractor shall retrieve and return the staff’s County ID badge to the County on the next business day after the staff has been removed from working on the County’s Master Agreement.

7.5 Background and Security Investigations

- 7.5.1 Background and security investigations of Contractor staff are required as a condition of beginning and continuing work under resulting Master Agreement. Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 7.5.1 through 7.5.9.
- 7.5.2 For purposes of background and security investigations, all of the positions assigned to Contractor’s staff performing services under this Master Agreement are designated sensitive positions. As such, Contractor staff shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be

limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor staff passes or fails the background investigation.

- 7.5.3 No staff employed by the Contractor or Subcontractor for this service having access to Departmental information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to County and employment of the staff for this service is approved in writing by the County.
- 7.5.4 If a member of Contractor staff does not pass the background investigation, County may request that the member of Contractor staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor staff any information obtained through the County's background investigation.
- 7.5.5 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.6 Disqualification of any member of Contractor staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.
- 7.5.7 No Contractor or Subcontractor staff providing services under this Master Agreement shall be on active probation or parole.
- 7.5.8 Contractor or Subcontractor staff performing services under this Master Agreement shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
- 7.5.9 Contractor shall sign, attest, and adhere to Exhibit K (Background Check Attestation Form).

7.6 Confidentiality

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

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 inform all of its officers, employees/staff, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.

7.6.2.1 Contractor shall sign and adhere to the provisions of Exhibit H3 (Contractor Acknowledgement and Confidentiality Agreement).

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

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

8.1.2 The Registrar-Recorder/County Clerk or designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Registrar-Recorder/County Clerk.

8.1.3 For any change which is clerical or administrative in nature and/or does not materially affect any term or condition of this Master Agreement, a written change order ("Change Notice") may be prepared and executed by the Registrar-Recorder/County Clerk or designee.

8.1.3 Addition or Deletion of Service Classifications

An Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Registrar-Recorder/County Clerk or designee to add, delete, or amend existing service classifications.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual

acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 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 the 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 the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has

actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this 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 the Contractor under this Master Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) 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.

8.5 Complaints

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

- 8.5.1 Within five (5) business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the

investigation within three (3) business days of receiving the complaint.

- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1 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.
- 8.6.2 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/staff, 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 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.

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with County's Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

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

aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the 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. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the 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.

8.9 Conflict of Interest

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

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph 8.9 shall be a material breach of this Master Agreement.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-employment

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

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement staff after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program Skills and Training to Achieve Readiness for

Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Master Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission

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

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or

terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit F, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

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

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

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

8.15 County's Quality Assurance Plan

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

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

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 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 staff or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 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.

8.17 Employment Eligibility Verification

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees/staff performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees/staff performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees/staff for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.18 Facsimile or Electronic Scanned Representations

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

8.19 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, California Labor Code, and wage orders of the Industrial Welfare Commission (IWC) and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, meal breaks, shift differential rates, 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, California Labor Code, and IWC wage orders, for work performed by the contractor's employees/staff for which the County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this 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"). For the avoidance of doubt, force majeure events shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, (c) a party's financial inability to perform its obligations hereunder; or (d) the novel coronavirus COVID-19 pandemic.

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

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

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

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

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

8.21.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 – Confidentiality.

8.23 Indemnification

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

8.24 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 and Paragraph 8.25 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional

Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Department of Registrar-Recorder/County Clerk
Contracts and Grants Section
Attention: Contract Monitor
contracts@rrcc.lacounty.gov

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee/staff 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 Sub-Contractors 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.

8.24.2 Additional Insured Status and Scope of Coverage

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

8.24.3 Cancellation of or Changes in Insurance

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

8.24.4 Failure to Maintain Insurance

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

8.24.5 Insurer Financial Ratings

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

8.24.6 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.

8.24.7 Waivers of Subrogation

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

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance

provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

8.24.11 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.

8.24.12 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.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk

purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of

any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

- Professional Liability/Errors and Omissions (*required for Technical and Non-Technical Staffing Services*)

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

- Property Coverage (*required for Technical Staffing Services*)

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

- Privacy/Network Security (Cyber) Liability (*required for Technical Staffing Services*)

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed

hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

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

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

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

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of

the Contractor to complete or comply with the provisions of this Master Agreement.

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

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees/staff are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or

because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.29 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.

8.30 Notice of Delays

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

8.31 Notice of Disputes

The Contractor shall bring to the attention of the County Master Agreement Project Director, County Technical Staffing Services Project Manager and/or County Non-Technical Staffing Services Project Manager, any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the Registrar-Recorder/County Clerk, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees/staff, and shall require each subcontractor to notify and provide to its employees/staff, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit F,

Safely Surrendered Baby Law of this Master Agreement. Additional information is available at www.babysafela.org.

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee/staff of one party to become an employee/staff or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - 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 the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

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

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

- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this subparagraph 8.37 shall apply.

8.38 Record Retention and Inspection-Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or

record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain- the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.38.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by

cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

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

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

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

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

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all staff, including subcontractor employees/staff, providing

services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

- 8.40.6 The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees/staff. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees/staff, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee/staff may perform any work hereunder, the Contractor shall ensure delivery of all such documents to:

Registrar-Recorder/County Clerk
Contracts and Grants Section
Attention: Contract Monitor
contracts@rcc.lacounty.gov

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

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.-4 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to sub-paragraph 8.-3 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County,

in its sole discretion, to be in its best interest. Termination of work hereunder shall be affected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

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

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with subparagraph 8.38, Record Retention and Inspection/Audit Settlement.

8.43 Termination for Default

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

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case,

fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the

rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subparagraph 8.–2 - Termination for Convenience.

- 8.43.5 The rights and remedies of the County provided in this subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.44 Termination for Improper Consideration

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

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or

not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation- of Funds

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

8.48 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.

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

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

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

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

8.52 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 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" 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 10 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.

8.53 Time off For Voting

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

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

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

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

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

8.55 Intentionally Omitted

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

8.57 Compliance with the County Policy of Equity

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

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 Cost of Living Adjustments (COLA's)

If requested by the Contractor, the Master Agreement hourly rates for Contractor staff may, at the sole discretion of the County, be increased by the County to account for increased project costs in

future years. The Master Agreement hourly rates for Contractor staff may, at the sole discretion of the County, be increased or adjusted annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the Contract anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed either 3.5% annually or the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period, whichever is less. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that their labor cost will actually increase. Further, before any increase pursuant to this Paragraph 8.59 will take effect and become part of this Contract, it will require a written amendment to this Contract first, that has been formally approved and executed by the parties.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Local Small Business Enterprise (LSBE) Preference Program

- 9.2.1 This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

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

1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Master Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a 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 the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.6.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

- 9.6.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.6.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor shall:
1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Master Agreement; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.7 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88> Rev.%201)

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Contractor/Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.8.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.8.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has

been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the Master Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this 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.

**AUTHORIZATION OF MASTER AGREEMENT FOR
AS-NEEDED TEMPORARY STAFFING SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Registrar-Recorder/County Clerk or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 20__.

COUNTY OF LOS ANGELES

CONTRACTOR

DEAN C. LOGAN
Registrar-Recorder/County Clerk

Name

Title

Tax Identification Number

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
EVA W. CHU
Senior Deputy County Counsel

**MASTER AGREEMENT EXHIBITS FOR
AS-NEEDED TEMPORARY STAFFING SERVICES**

EXHIBITS

- A Statements of Work
 - A1 Statement of Work As-Needed Technical Staffing Services
 - A2 Statement of Work As-Needed Non-Technical Staffing Services
- B County's Administration
- C Contractor's Administration
- D Contractor's EEO Certification
- E Jury Service Ordinance
- F Safely Surrendered Baby Law
- G Work Order Format (Fixed Price Per Deliverable Basis)
 - G1 Master Agreement Work Order As-Needed Technical Staffing Services
 - G2 Master Agreement Work Order As-Needed Non-Technical Staffing Services
- H Forms Required for Each Work Order Before Work Begins
 - H1 Certification of Employee Status
 - H2 Certification of No Conflict of Interest
 - H3 Contractor Acknowledgement and Confidentiality Agreement
- I As-Needed Temporary Staffing Services Classification Pricing Schedule
 - As-Needed Temporary Staffing Services Technical Classification Pricing Schedule
 - As-Needed Temporary Staffing Services Non-Technical Classification Pricing Schedule
- J Master Agreement Discrepancy Report
- K Background Check Attestation Form

STATEMENTS OF WORK

NOT ATTACHED

See Appendix A for Statement of Work As-Needed Technical Staffing Services.

See Appendix B for Statement of Work As-Needed Non-Technical Staffing Services.

COUNTY'S ADMINISTRATION

SERVICES: AS-NEEDED TEMPORARY STAFFING SERVICES

MASTER AGREEMENT NUMBER: 19-003

COUNTY MASTER AGREEMENT PROJECT DIRECTOR:

Name:

Title:

Address:

Telephone:

E-Mail Address:

COUNTY CONTRACTS AND GRANTS ANALYST:

Name:

Title:

Address:

Telephone:

E-Mail Address:

COUNTY CONTRACTS AND GRANTS MONITOR:

Name:

Address:

Telephone:

E-Mail Address:

COUNTY WORK ORDER DIRECTOR:

Name:

Address:

Telephone:

E-Mail Address:

COUNTY TECHNICAL STAFFING SERVICES PROJECT DIRECTOR:

Name:

Address:

Telephone:

E-Mail Address:

COUNTY TECHNICAL STAFFING SERVICES PROJECT MANAGER:

Name:
Address:

Telephone:
E-Mail Address:

COUNTY NON-TECHNICAL STAFFING SERVICES PROJECT DIRECTOR:

Name:
Address:

Telephone:
E-Mail Address:

COUNTY NON-TECHNICAL STAFFING SERVICES PROJECT MANAGER:

Name:
Address:

Telephone:
E-Mail Address:

COUNTY NON-TECHNICAL STAFFING SERVICES PROJECT MANAGER:

Name:
Address:

Telephone:
E-Mail Address:

COUNTY NON-TECHNICAL STAFFING SERVICES PROJECT DIRECTOR:

Name:
Address:

Telephone:
E-Mail Address:

COUNTY NON-TECHNICAL STAFFING SERVICES PROJECT MANAGER:

Name:
Address:

Telephone:
E-Mail Address:

COUNTY NON-TECHNICAL STAFFING SERVICES PROJECT MANAGER:

Name:
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E-Mail Address:

COUNTY NON-TECHNICAL STAFFING SERVICES PROJECT MANAGER:

Name:
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E-Mail Address:

COUNTY NON-TECHNICAL STAFFING SERVICES PROJECT MANAGER:

Name:
Address:

Telephone:
E-Mail Address:

COUNTY NON-TECHNICAL STAFFING SERVICES PROJECT MANAGER:

Name:
Address:

Telephone:
E-Mail Address:

INVOICE QUESTIONS:

For invoice questions, send an e-mail to accountspayable@rrcc.lacounty.gov and copy the County Technical/Non-Technical Staffing Services Project Director, County Technical/Non-Technical Staffing Services Project Manager and County Contract and Grants Monitor.

Include the name of your company, contract name and contact number.

CONTRACTOR'S ADMINISTRATION

CONTRACTOR:

SERVICES: AS-NEEDED TEMPORARY STAFFING SERVICES

MASTER AGREEMENT NUMBER: 19-003:

CONTRACTOR'S PROJECT DIRECTOR:

Name:

Address:

Telephone:

E-Mail Address:

CONTRACTOR'S PROJECT MANAGER:

Name:

Address:

Telephone:

E-Mail Address:

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:

Address:

Telephone:

E-Mail Address:

Name:

Address:

Telephone:

E-Mail Address:

Notices to Contractor shall be sent to the following address:

Name:

Address:

Telephone:

E-mail Address:

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

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

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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 board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

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)

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

Any fire station. Any hospital. Any time.

1.877.222.9723  BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

WORK ORDER FORMAT

(FIXED PRICE PER DELIVERABLE BASIS)

MASTER AGREEMENT WORK ORDER
AS-NEEDED TECHNICAL STAFFING SERVICES
(FIXED PRICE PER DELIVERABLE BASIS)

(CONTRACTOR NAME)

Work Order No. _____ County Master Agreement No. _____

Number of Temporary Contractor Staff Required: _____

Service Classification(s): _____

Period of Performance: _____
Tentative Start Date and End Date (Election Period)

Work Location and Orientation Location: _____

Special Requirements: _____

Date Work Order Section I Due from Contractor: _____

County Technical Staffing Services Project Director(s): _____

County Technical Staffing Services Project Manager(s)/Supervisors: _____

I. GENERAL

Contractor must respond within three (3) calendar days of Work Order issuance if the Work Order can be fulfilled in full or partially.

Once response from Contractor is received, Department will provide the listed documents:

- Contract Vendor Staff Information and Roster
- Applicable Registrar-Recorder/County Clerk policies
- Exhibit G1 Master Agreement Workorder As-Needed Technical Staffing Services
- Exhibit H1 Certificate of Employee Status,
- Exhibit H2 Certification of Non-Conflict of Interest,
- Exhibit H3 Contractor Acknowledgment and Confidentiality Agreement

Contractor has one (1) business day to acknowledge receipt of documents and must provide a list of names of staff to perform services under the Work Order fourteen (14) business days prior to the Work Order start date.

Failure of Contractor to provide a written response and provide the required documentation within the specified timeframe listed in the Work Order, shall disqualify Contractor for that specific Work Order.

Should a Contractor not be able to fulfill the requirements prior to or after full execution of the Work Order, the Department will proceed to contacting other Contractors for the specific job classification requested.

Contractor shall satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work, on a fixed price per deliverable basis, in compliance with the terms and conditions of Contractor's Master Agreement.

II. CONTRACTOR STAFF

Contractor shall provide the below-listed staff:

Service Classification:

Name: _____
 Name: _____
 Name: _____
 Name: _____
 Name: _____
 Name: _____
 Name: _____
 Name: _____
 Name: _____
 Name: _____
 Name: _____
 Name: _____
 Name: _____
 Name: _____

☐ Mark and attach an Attachment with additional names of staff if more space is needed.

III. PAYMENT

A. Hourly Billable Rate: _____

B. The Total Maximum Amount that County shall pay Contractor for all deliverables to be provided under this Work Order is shown below:

Deliverable	Maximum Amount
_____	_____
_____	_____
_____	_____
Total Maximum Amount:	_____

C. Contractor shall satisfactorily provide and complete all required deliverables in accordance with Exhibit __ (Statement of Work) notwithstanding the fact that total payment from County for all deliverables shall not exceed the Total Maximum Amount in III.A, above.

D. Contractor shall submit all invoices under this Work Order to:

IV. SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that

utilizes staff not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

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

Contractor's signature on this Work Order document confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Work Order, and/or
- B. That utilizes staff not specified in this Work Order, and/or
- C. That exceeds the Total Maximum Amount of this Work Order, and/or
- D. That goes beyond the expiration date of this Work Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF LOS ANGELES

BY: _____

Name: _____

Title: _____

Date: _____

MASTER AGREEMENT WORK ORDER
AS-NEEDED NON-TECHNICAL STAFFING SERVICES
(FIXED PRICE PER DELIVERABLE BASIS)

(CONTRACTOR NAME)

Work Order No. _____ County Master Agreement No. _____

Number of Temporary Contractor Staff Required: _____

Service Classification(s): _____

Period of Performance: _____
Tentative Start Date and End Date (Election Period)

Work Location and Orientation Location: _____

Special Requirements: _____

Date Work Order Section I Due from Contractor: _____

County Non-Technical Staffing Services Project Director(s): _____

County Non-Technical Staffing Services Project Manager/Supervisor(s): _____

I. GENERAL

Contractor must respond within three (3) calendar days of Work Order issuance if the Work Order can be fulfilled in full or partially.

Once response from Contractor is received, Department will provide the listed documents:

- Contract Vendor Staff Information and Roster
- Applicable Registrar-Recorder/County Clerk policies
- Exhibit G2 Master Agreement Work Order As-Needed Non-Technical Staffing Services
- Exhibit H1 Certificate of Employee Status,
- Exhibit H2 Certification of Non-Conflict of Interest,
- Exhibit H3 Contractor Acknowledgment and Confidentiality Agreement

Contractor has one (1) business day to acknowledge receipt of documents and must provide a list of names of staff to perform services under the Work Order fourteen (14) business days prior to the Work Order start date.

Failure of Contractor to provide a written response and provide the required documentation within the specified timeframe listed in the Work Order, shall disqualify Contractor for that specific Work Order.

Should a Contractor not be able to fulfill the requirements prior to or after full execution of the Work Order, the Department will proceed to contacting other Contractors for the specific job classification requested.

Contractor shall satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work, on a fixed price per deliverable basis, in compliance with the terms and conditions of Contractor's Master Agreement.

II. CONTRACTOR STAFF

Contractor shall provide the below-listed staff:

Service Classification:

Name: _____
 Name: _____
 Name: _____
 Name: _____
 Name: _____
 Name: _____
 Name: _____
 Name: _____
 Name: _____
 Name: _____
 Name: _____
 Name: _____
 Name: _____
 Name: _____
 Name: _____

☐ Mark and attach an Attachment with additional names of staff if more space is needed.

III. PAYMENT

A. Hourly Billable Rate: _____

B. The Total Maximum Amount that County shall pay Contractor for all deliverables to be provided under this Work Order is shown below:

Deliverable	Maximum Amount
_____	_____
_____	_____
_____	_____
Total Maximum Amount:	_____

C. Contractor shall satisfactorily provide and complete all required deliverables in accordance with Exhibit __ (Statement of Work) notwithstanding the fact that total payment from County for all deliverables shall not exceed the Total Maximum Amount in III.A, above.

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In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that

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- A. That is not specified in this Work Order, and/or
- B. That utilizes staff not specified in this Work Order, and/or
- C. That exceeds the Total Maximum Amount of this Work Order, and/or
- D. That goes beyond the expiration date of this Work Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR

COUNTY OF LOS ANGELES

By: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS

- H1 CERTIFICATION OF EMPLOYEE STATUS
- H2 CERTIFICATION OF NO CONFLICT OF INTEREST
- H3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

**AS-NEEDED TEMPORARY STAFFING SERVICES
MASTER AGREEMENT WORK ORDER**

CERTIFICATION OF EMPLOYEE STATUS

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

CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

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

EMPLOYEES

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

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

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

**AS-NEEDED TEMPORARY STAFFING SERVICES
MASTER AGREEMENT WORK ORDER**

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

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 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 employees or staff, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

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

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____

Work Order No. _____

County Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**AS-NEEDED TEMPORARY STAFFING SERVICES
CLASSIFICATION PRICING SCHEDULE**

NOT ATTACHED

See Appendix D Required Forms Exhibit 8 for As-Needed Technical Temporary Staffing Services Classification Pricing Schedule.

See Appendix D Required Forms Exhibit 8 for As-Needed Non-Technical Temporary Staffing Services Classification Pricing Schedule.

MASTER AGREEMENT DISCREPANCY REPORT**TO:****FROM:****DATES:****Prepared:****Returned by Contractor:****Action Completed:****DISCREPANCY PROBLEMS:**

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

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

Signature of County Representative_____
Date**COUNTY ACTIONS:**

CONTRACTOR NOTIFIED OF ACTION:_____
County Representative's Signature and Date_____
Contractor Representative's Signature and Date

*Confidential***Background Check Attestation Form**

This letter is to acknowledge and attest that all Contractor and approved Subcontractor principals, officers, employees, staff, agents, and contractors (collectively, "Staff") working under Master Agreement (MA) #19-003 for As-Needed Temporary Staffing Services will have completed a background check as required under Paragraph 7.5 Background and Security Investigations of the MA.

- Under no circumstance may any Staff perform work under the MA until they have completed and passed the required background check.
- All fees associated with the background check shall be at the expense of the Contractor.
- Contractor must maintain background check records for all Staff and must provide such records to the Los Angeles County ("County") for audit purposes, as requested by the County.
- Staff who have a history that would render them unsuitable for the position or work duties required (such as certain kinds of criminal activity or a history that has a direct or adverse relationship with specific work duties), as determined by the County in its sole discretion, may not perform services under this Master Agreement.
- No Staff shall perform services under this MA if the Staff member is on active probation or parole.
- No Staff having access to County information or records shall have a criminal conviction record or pending criminal charges unless such information has been fully disclosed to the County and utilization of that Staff for this service is approved in writing by the County.
- Contractor must monitor all Staff during the duration of the MA, even after the initial background check has been completed. All subsequent arrests or noncompliance with background check requirements for any Staff must be disclosed to the County Project Manager immediately which will be reviewed by the County to determine if there is a job nexus and to take appropriate action as needed.
- If identified by County as being required for certain services, additional background investigation(s) may be required.

All information collected on Staff has been and will be managed and retained in accordance with all applicable laws and regulations.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to represent this Contractor.

Contractor Name	
Contractor Address	
Name and Title	
Signature	
Date	

APPENDIX D - REQUIRED FORMS

EXHIBITS

- 1) Organization Questionnaire/Affidavit
- 2) Certification of Compliance
- 3) Request for Preference Consideration
- 4) Debarment History and List of Terminated Contracts
- 5) Community Business Enterprise (CBE) Information
- 6) Minimum Mandatory Requirements
- 7) List of References
- 8) As-Needed Temporary Staffing Services Classification Pricing Schedule
- 9) Intentionally Omitted
- 10) Declaration

REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Vendor's Name:	County Webven Number:
Address:	
Telephone Number:	Email:
Internal Revenue Service Employer Identification Number:	California Business License Number:

1	Select the option that best defines your firm's business structure: ☐ Corporation ☐ Limited Liability Company (LLC) ☐ Limited Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Franchise ☐ Other (Specify)	If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): State of Incorporation: Year of Incorporation: If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: If other: Specify business structure name:
2	Is your firm doing business under one or more DBA's? ☐ Yes ☐ No	Name: Country of Registration: Year became DBA:
3	Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ Yes ☐ No	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: State of Incorporation or registration of parent firm:
4	Has your firm done business under other names within last five (5) years? ☐ Yes ☐ No	If yes, indicate any other names and the year of name change. Name(s): Year(s) of Name Change:

REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	
6	Is your firm involved in any pending acquisition or mergers? ☐ Yes ☐ No	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of all individuals legally authorized to commit the Vendor.	Name: Title: Phone: Email: Name: Title: Phone: Email: Name: Title: Phone: Email:

REQUIRED FORMS – EXHIBIT 2

CERTIFICATION OF COMPLIANCE

Vendor certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? ☐ Yes ☐ No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? ☐ Yes ☐ No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? ☐ Yes ☐ No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? ☐ Yes ☐ No
5	Intentionally Omitted	N/A	N/A
6	Attestation of Willingness to Consider GAIN/START Participants	Board Policy 5.050	Certifies Compliance? ☐ Yes ☐ No Willing to provide GAIN/START participants access to employee mentoring program? ☐ Yes ☐ No ☐ N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	Certifies Compliance? ☐ Yes ☐ No If No, identify exemption: ☐ My business does not meet the definition of “contractor,” as defined in the Program. ☐ My business is a small business as defined in the Program. ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? ☐ Yes ☐ No If No, identify exemption:

REQUIRED FORMS – EXHIBIT 3

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Vendors requesting preference consideration must complete and include this form in their SOQ. Vendors may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

☐ **PREFERENCE NOT REQUESTED**

OR

☐ **PREFERENCE REQUESTED (SELECT ALL THAT APPLY)**

Preference Program		Reference
☐	Request for Local Small Business Enterprise (LSBE) Program Preference ☐ Certification for Non-Federally Funded County Solicitations ☐ Certification for Federally Funded County Solicitations	LACC 2.204
☐	Request for Social Enterprise (SE) Program Preference ☐ Certification for Non-Federally Funded County Solicitations ☐ Certification for Federally Funded County Solicitations	LACC 2.205
☐	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	LACC 2.211

Note: In no instance should any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) in response to any county solicitation.

REQUIRED FORMS – EXHIBIT 4
DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Vendor's Name:

1. DEBARMENT HISTORY (Check one)		YES	NO
Vendor is currently debarred by a public entity		☐	☐
If yes, please provide the name of the public entity:			
2. LIST OF TERMINATED MASTER AGREEMENTS (Check one)		YES	NO
Vendor has contracts that have been terminated in the past three (3) years.		☐	☐

If yes, please list all Master Agreements that have been terminated prior to expiration within the last three (3) years.

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

REQUIRED FORMS – EXHIBIT 5
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

Instructions for Completing Exhibit 5 - CBE Form

Vendor must submit Exhibit 5 - Community Business Enterprise (CBE) Information form.

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

Section 1: FIRM/ORGANIZATION INFORMATION	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE

If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

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

REQUIRED FORMS – EXHIBIT 5
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE	REFERENCE
1 FIRM/ORGANIZATION INFORMATION	The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.
Total Number of Employees in California:	
Total Number of Employees (including owners):	
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:	
Race/Ethnic Composition	Owners/Partners/ Associate Partners
	Percentage of how ownership of the firm is distributed
	Male Female Male Female
Black/African American	% %
Hispanic/Latino	% %
Asian or Pacific Islander	% %
Native Americans	% %
Subcontinent Asian	% %
White	% %

TITLE	REFERENCE
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE	If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following. ☐ Check if not applicable
Agency Name	Minority
Women	Disadvantaged
Disabled Veteran	LGBTQQ

REQUIRED FORMS – EXHIBIT 6

MINIMUM MANDATORY REQUIREMENTS

Vendor acknowledges and certifies that it meets and will comply with the Vendor's Minimum Mandatory Requirements indicated below and as stated in Paragraph 3.0, of this Request for Statement of Qualifications.

No.	Minimum Mandatory Requirement(s) (M/R)	Complies with M/R	
		Yes	No
3.1	Vendor must have a minimum of five (5) years of experience, within the last ten (10) years, providing placement of temporary staff services. Desirable, but not required: three (3) years of the five (5) years with a governmental agency for services equivalent or similar to the clerical, warehouse, supervising, and driving services listed in either Statements of Work for the category(ies) in which vendor seeks to qualify as follows: • Tier 1 Group - One thousand (1,000) or less number of placements within the five (5) years of experience. • Tier 2 Group - One thousand and one (1,001) to ten thousand (10,000) number of placements within the five (5) years of experience. • Tier 3 Group - Ten thousand and one (10,001) or more number of placements within the five (5) years of experience. <i>Vendor shall provide references that verify this Minimum Mandatory Qualification and include name of company, corporation, or government agency, the total number of placements with each company, corporation or agency, complete start dates, complete end dates, the address, phone numbers, with contact information for each reference, and the services provided.</i>	☐	☐
3.2	Vendor must have a Project Manager with a minimum of five (5) years of experience providing placement of temporary staff. Three (3) years of experience with a governmental agency(ies) is desirable, not required, for which the same or similar Work to that described in sub-paragraph 1.3 – Scope of Work and either Statements of Work for clerical, warehouse, supervising, and driving staffing services was provided.	☐	☐
3.3	Vendor must have a local office within Los Angeles County or surrounding Los Angeles County. The office can be a satellite office surrounding Los Angeles County (including Imperial County, Kern County, Orange County, Riverside County, San Bernardino County, San Diego County, San Louis Obispo County, Santa Barbara County, and Ventura County).	☐	☐
3.4	If Vendor's compliance with a County contract has been reviewed by the County of Los Angeles Department of the Auditor-Controller within the last ten (10) years, Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over one-hundred thousand dollars (\$100,000.00), that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six (6) months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.	☐	☐

REQUIRED FORMS – EXHIBIT 7

LIST OF REFERENCES

Vendor's Name:

Vendor must provide at least five (5) references for the same or similar scope of services that were provided by the Vendor. References will be used for review purposes and to validate Vendor meets the Minimum Mandatory Requirements stated in the RFSQ. It is the Vendor's responsibility to ensure accuracy of the information provided below. County may utilize any reference provided by Vendor (including Public Agencies listed below). Use additional pages if required.

1. REFERENCES – PUBLIC AND PRIVATE

SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
AGENCY/DEPT:	
CONTACT:	
TELEPHONE:	
EMAIL:	
Number of Staffing Placements:	

SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
AGENCY/DEPT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
Number of Staffing Placements:	

SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
AGENCY/DEPT:	
CONTACT:	
TELEPHONE:	
EMAIL:	
Number of Staffing Placements:	

SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
AGENCY/DEPT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
Number of Staffing Placements:	

SERVICE TYPE:
CONTRACT TERM:
CONTRACT AMT:
AGENCY/DEPT:
CONTACT:
TELEPHONE:
E-MAIL:
Number of Staffing Placements:

2. PUBLIC AGENCIES (All contracts with other governmental agencies including the County of Los Angeles must be listed)

SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
FIRM NAME:	_____
ADDRESS:	_____
CONTACT:	_____
TELEPHONE:	_____
E-MAIL:	_____
Number of Staffing Placements:	_____

SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
FIRM NAME:	_____
ADDRESS:	_____
CONTACT:	_____
TELEPHONE:	_____
E-MAIL:	_____
Number of Staffing Placements:	_____

SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
FIRM NAME:	_____
ADDRESS:	_____
CONTACT:	_____
TELEPHONE:	_____
EMAIL:	_____
Number of Staffing Placements:	_____

SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
FIRM NAME:	_____
ADDRESS:	_____
CONTACT:	_____
TELEPHONE:	_____
E-MAIL:	_____
Number of Staffing Placements:	_____

SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
FIRM NAME:	_____
ADDRESS:	_____
CONTACT:	_____
TELEPHONE:	_____
E-MAIL:	_____
Number of Staffing Placements:	_____

REQUIRED FORMS – EXHIBIT 8

PRICING SCHEDULE

By submission of this SOQ, Vendor certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Vendor or competitor for the purpose of restricting competition.

As-Needed Technical Temporary Staffing Services Classification Pricing Schedule and/or

As-Needed Non-Technical Temporary Staffing Services Classification Pricing Schedule

As-Needed Technical Temporary Staffing Services Classification Pricing Schedule

Vendor asserts that it meets the Minimum Mandatory Qualifications and can provide the required As-Needed Technical/Non-Technical Staffing Services in accordance with the rates identified as follows:

Please indicate by placing a check in either "YES" or "NO" for each Classification below:

AS-NEEDED TECHNICAL STAFFING SERVICES CLASSIFICATIONS			YES		NO
1. Warehouse Technical Support					
<i>DESCRIPTION:</i> Positions allocated to this intermediate level class will be responsible for testing, staging, preparing, loading and tracking voting equipment and devices in preparation for deployment to Vote Centers throughout Los Angeles County. This position will work under the supervision of a higher-level supervisor on a variety of assignments essential to conducting primary, general and special election and related election functions of the Department of the Registrar-Recorder/County Clerk. Designated Sensitive Position. See Appendix A.					
TIER 1: 1,000 or less number of placements.					
RATES:					
8 hours	\$ /hr				
Overtime	\$ /hr				
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.					
Night Shift (8 hours)	\$ /hr				
Night Shift (Overtime)	\$ /hr				
TIER 2: 1,001 to 10,000 number of placements.					
RATES:					
8 hours	\$ /hr				
Overtime	\$ /hr				
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.					
Night Shift (8 hours)	\$ /hr				
Night Shift (Overtime)	\$ /hr				
TIER 3: 10,001 or more number of placements.					
RATES:					
8 hours	\$ /hr				
Overtime	\$ /hr				
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.					
Night Shift (8 hours)	\$ /hr				

Night Shift (Overtime)	\$ /hr			
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AS-NEEDED TECHNICAL STAFFING SERVICES CLASSIFICATIONS		YES		NO
2. Information Technology Support Technicians				
DESCRIPTION: Positions allocated to this intermediate level class work will be responsible for deploying technical equipment to Vote Centers throughout Los Angeles County, supporting Vote Center operations throughout the voting period within the Call Center or through on-site field support activities, and breaking down and inventorying technical equipment once the voting period is over. Designated Sensitive Position. See Appendix A.				
TIER 1: 1,000 or less number of placements.				
RATES:				
8 hours	\$ /hr			
Overtime	\$ /hr			
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.				
Night Shift (8 hours)	\$ /hr			
Night Shift (Overtime)	\$ /hr			
TIER 2: 1,001 to 10,000 number of placements.				
RATES:				
8 hours	\$ /hr			
Overtime	\$ /hr			
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.				
Night Shift (8 hours)	\$ /hr			
Night Shift (Overtime)	\$ /hr			
TIER 3: 10,001 or more number of placements.				
RATES:				
8 hours	\$ /hr			
Overtime	\$ /hr			
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.				
Night Shift (8 hours)	\$ /hr			

Night Shift (Overtime)	\$ /hr			
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AS-NEEDED TECHNICAL STAFFING SERVICES CLASSIFICATIONS		YES		NO
3. Tally Technical Support				
DESCRIPTION: Positions allocated to this entry level class work will be responsible for tallying ballots received from throughout the voting period. This position will work under the supervision of a higher-level supervisor on a variety of assignments essential to conducting primary, general and special election and related election functions of the Department of the Registrar-Recorder/County Clerk. See Appendix A.				
TIER 1: 1,000 or less number of placements.				
RATES:				
8 hours	\$ /hr			
Overtime	\$ /hr			
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.				
Night Shift (8 hours)	\$ /hr			
Night Shift (Overtime)	\$ /hr			
TIER 2: 1,001 to 10,000 number of placements.				
RATES:				
8 hours	\$ /hr			
Overtime	\$ /hr			
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.				
Night Shift (8 hours)	\$ /hr			
Night Shift (Overtime)	\$ /hr			
TIER 3: 10,001 or more number of placements.				
RATES:				
8 hours	\$ /hr			
Overtime	\$ /hr			
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.				
Night Shift (8 hours)	\$ /hr			

Night Shift (Overtime)	\$ /hr			
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AS-NEEDED TECHNICAL STAFFING SERVICES CLASSIFICATIONS			YES		NO
4. Information Technology (IT) Call Center Agents					
DESCRIPTION: Positions allocated to this intermediate level class work at a call center environment and will rely on instructions and pre-established guidelines to identify, research, and resolve technical problems presented through Help Desk calls or tickets. This position will work under the supervision of a higher-level supervisor on an essential assignment to support primary, general and special elections and related election functions of the Department of the Registrar-Recorder/County Clerk. Designated Sensitive Position. See Appendix A.					
TIER 1: 1,000 or less number of placements.					
RATES:					
8 hours	\$ /hr				
Overtime	\$ /hr				
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.					
Night Shift (8 hours)	\$ /hr				
Night Shift (Overtime)	\$ /hr				
TIER 2: 1,001 to 10,000 number of placements.					
RATES:					
8 hours	\$ /hr				
Overtime	\$ /hr				
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.					
Night Shift (8 hours)	\$ /hr				
Night Shift (Overtime)	\$ /hr				
TIER 3: 10,001 or more number of placements.					
RATES:					
8 hours	\$ /hr				
Overtime	\$ /hr				
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.					

Night Shift (8 hours)	\$ /hr				
Night Shift (Overtime)	\$ /hr				

On behalf of _____ (Vendor's name), I

(Name of Vendor's authorized representative), certify that
the information contained in this Exhibit I is true and correct.

Vendor Representative Name and Title (print)

Vendor Representative Signature and Date

Date

As-Needed Non-Technical Temporary Staffing Services Classification Pricing Schedule

Vendor asserts that it meets the Minimum Mandatory Qualifications and can provide the required As-Needed Technical/Non-Technical Staffing Services in accordance with the rates identified as follows:

Please indicate by placing a check in either "YES" or "NO" for each Classification below:

AS-NEEDED NON-TECHNICAL STAFFING SERVICES CLASSIFICATIONS			YES	NO
1. General Clerical Services				
<i>DESCRIPTION:</i> Performance of general clerical functions requiring: strong customer service and communication skills; experience using office equipment such as computers, scanners, fax machines and printers; basic keyboarding skills, including the ability to type a minimum of twenty-five (25) wpm; light lifting; strong attention to detail; ability to work in a fast-paced environment. Bilingual skills may be required for certain positions. Designated sensitive position. See Appendix B.				
TIER 1: 1,000 or less number of placements.				
RATES:				
8 hours	\$ /hr			
Overtime	\$ /hr			
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.				
Evening/Night Shift (8 hours)	\$ /hr			
Evening/Night Shift (Overtime)	\$ /hr			
TIER 2: 1,001 to 10,000 number of placements.				
RATES:				
8 hours	\$ /hr			
Overtime	\$ /hr			
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.				
Evening/Night Shift (8 hours)	\$ /hr			
Evening/Night Shift (Overtime)	\$ /hr			
TIER 3: 10,001 or more number of placements.				
RATES:				
8 hours	\$ /hr			
Overtime	\$ /hr			
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.				

Evening/Night Shift (8 hours)	\$ /hr				
Evening/Night Shift (Overtime)	\$ /hr				

AS-NEEDED NON-TECHNICAL STAFFING SERVICES CLASSIFICATIONS		YES		NO
2.Multilingual Clerical Services				
DESCRIPTION: Performance of specialized clerical functions requiring proficiency (speaking, reading, and writing) in English and one or more of the following languages: Armenian, Bengali, Burmese, Cambodian, Chinese (includes Taiwanese), Farsi, Gujarati, Hindi, Hispanic, Indonesian, Japanese, Khmer, Korean, Mongolian, Persian, Russian, Spanish, Tagalog/Filipino, Telugu, Thai and Vietnamese. Additional requirements include: demonstrated strong oral and written communication skills; demonstrated strong customer service skills; demonstrated strong attention to detail; basic computer and keyboarding skills; ability to work in a fast-paced environment. Designated sensitive position. See Appendix B.				
TIER 1: 1,000 or less number of placements.				
RATES:				
8 hours	\$ /hr			
Overtime	\$ /hr			
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.				
Evening/Night Shift (8 hours)	\$ /hr			
Evening/Night Shift (Overtime)	\$ /hr			
TIER 2: 1,001 to 10,000 number of placements.				
RATES:				
8 hours	\$ /hr			
Overtime	\$ /hr			
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.				
Evening/Night Shift (8 hours)	\$ /hr			
Evening/Night Shift (Overtime)	\$ /hr			
TIER 3: 10,001 or more number of placements.				
RATES:				
8 hours	\$ /hr			
Overtime	\$ /hr			
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00				

P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.					
Evening/Night Shift (8 hours)	\$	/hr			
Evening/Night Shift (Overtime)	\$	/hr			

AS-NEEDED NON-TECHNICAL STAFFING SERVICES CLASSIFICATIONS			YES		NO
3.Supervisory Clerical Services					
DESCRIPTION: Performance of general and supervisory clerical functions requiring: Prior supervising experience, election experience is desirable (not required); demonstrated strong leadership/supervisory skills; demonstrated strong customer service and communication skills; experience using office equipment such as computers, scanners, and printers; basic keyboarding skills, including the ability to type a minimum of twenty-five (25) wpm; light to medium lifting; strong attention to detail; ability to work in a fast-paced environment; ability to transport materials using personal vehicle. Bilingual skills may be required for certain positions. Designated sensitive position. See Appendix B.					
TIER 1: 1,000 or less number of placements.					
RATES:					
8 hours	\$	/hr			
Overtime	\$	/hr			
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.					
Evening/Night Shift (8 hours)	\$	/hr			
Evening/Night Shift (Overtime)	\$	/hr			
TIER 2: 1,001 to 10,000 number of placements.					
RATES:					
8 hours	\$	/hr			
Overtime	\$	/hr			
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.					
Evening/Night Shift (8 hours)	\$	/hr			
Evening/Night Shift (Overtime)	\$	/hr			
TIER 3: 10,001 or more number of placements.					
RATES:					
8 hours	\$	/hr			

Overtime	\$ /hr			
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.				
Evening/Night Shift (8 hours)	\$ /hr			
Evening/Night Shift (Overtime)	\$ /hr			

AS-NEEDED NON-TECHNICAL STAFFING SERVICES CLASSIFICATIONS (cont'd.)		YES		NO
4. Warehouse Services				
DESCRIPTION: Performance of election material maintenance, assembly, and processing functions in a warehouse environment, requiring: the ability to lift up to twenty-five (25) pounds; ability to bend, stoop, walk and stand for extended periods of time; ability to reach, push, and pull from above chest height; ability to push heavy objects, such as carts stocked with materials; basic computer skills; ability to use a scanner or similar device to scan materials into tracking database. Some positions may require the ability to work outdoors, in various weather conditions. Designated sensitive position. See Appendix B.				
TIER 1: 1,000 or less number of placements.				
RATES:				
8 hours	\$ /hr			
Overtime	\$ /hr			
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.				
Evening/Night Shift (8 hours)	\$ /hr			
Evening/Night Shift (Overtime)	\$ /hr			
TIER 2: 1,001 to 10,000 number of placements.				
RATES:				
8 hours	\$ /hr			
Overtime	\$ /hr			
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.				
Evening/Night Shift (8 hours)	\$ /hr			
Evening/Night Shift (Overtime)	\$ /hr			

TIER 3: 10,001 or more number of placements.					
RATES:					
8 hours	\$	/hr			
Overtime	\$	/hr			
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.					
Evening/Night Shift (8 hours)	\$	/hr			
Evening/Night Shift (Overtime)	\$	/hr			

AS-NEEDED NON-TECHNICAL STAFFING SERVICES CLASSIFICATIONS			YES		NO
5. Supervisory Warehouse Services					
DESCRIPTION: Performance of election material collection and tracking, requiring: a valid CA Class C Driver's License; acceptable driving record based on a DMV printout that covers a maximum of a 10-year driving record that is designed to detail the driver's history of any accidents, moving violations and other important information required by California Vehicle Code section 1808. Designated sensitive position. See Appendix B.					
TIER 1: 1,000 or less number of placements.					
RATES:					
8 hours	\$	/hr			
Overtime	\$	/hr			
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.					
Evening/Night Shift (8 hours)	\$	/hr			
Evening/Night Shift (Overtime)	\$	/hr			
TIER 2: 1,001 to 10,000 number of placements.					
RATES:					
8 hours	\$	/hr			
Overtime	\$	/hr			
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.					
Evening/Night Shift (8 hours)	\$	/hr			

Evening/Night Shift (Overtime)	\$ /hr			
TIER 3: 10,001 or more number of placements.				
RATES:				
8 hours	\$ /hr			
Overtime	\$ /hr			
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.				
Evening/Night Shift (8 hours)	\$ /hr			
Evening/Night Shift (Overtime)	\$ /hr			

AS-NEEDED NON-TECHNICAL STAFFING SERVICES CLASSIFICATIONS		YES		NO
6. Warehouse Driving Services				
DESCRIPTION: Performance of election material/equipment transportation functions requiring: a valid CA Class C Driver's License; acceptable driving record based on a DMV printout that covers a maximum of a 10-year driving record that is designed to detail the driver's history of any accidents, moving violations and other important information required by California Vehicle Code section 1808. Designated sensitive position. See Appendix B.				
TIER 1: 1,000 or less number of placements.				
RATES:				
8 hours	\$ /hr			
Overtime	\$ /hr			
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.				
Evening/Night Shift (8 hours)	\$ /hr			
Evening/Night Shift (Overtime)	\$ /hr			
TIER 2: 1,001 to 10,000 number of placements.				
RATES:				
8 hours	\$ /hr			
Overtime	\$ /hr			
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.				

staffing specific election activities arises.					
Evening/Night Shift (8 hours)	\$	/hr			
Evening/Night Shift (Overtime)	\$	/hr			
TIER 3: 10,001 or more number of placements.					
RATES:					
8 hours	\$	/hr			
Overtime	\$	/hr			
SHIFT DIFFERENTIAL RATE: The County's shift differential of \$1.00 per hour worked during an evening or night shift is paid to as-needed temporary staff who works an evening shift (between the hours of 4:00 P.M. and 11:00 P.M. PT) or night shift (between the hours of 9:00 P.M. and 8:00 A.M. PT) under this Master Agreement. This rate will be utilized by the Department of Registrar-Recorder/County Clerk (Department) when the urgent need for staffing specific election activities arises.					
Evening/Night Shift (8 hours)	\$	/hr			
Evening/Night Shift (Overtime)	\$	/hr			

On behalf of _____ (Vendor's name), I
 _____ (Name of Vendor's authorized representative), certify that
 the information contained in this document is true and correct.

 Vendor Representative Name and Title (print)

 Vendor Representative Signature

 Date

REQUIRED FORMS – EXHIBIT 9
INTENTIONALLY OMITTED

REQUIRED FORMS – EXHIBIT 10

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-10 IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

APPENDIX E, F

Appendix

E Solicitation Requirements Review (SRR) Request

F Intentionally Omitted

SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

Proposers/Bidders requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Proposer/Bidder Name:	Date of Request:
Solicitation Title:	Solicitation No.:

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

- ☐ Application of **Minimum Mandatory Requirements**
- ☐ Application of **Business Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective Proposers/Bidders.

For each area contested, Proposer/Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

Name: _____ Title: _____

<i>For County use only</i>

Date SRR Request Received by County: _____ Date Solicitation Released: _____
Reviewed by: _____

INTENTIONALLY OMITTED