

**MASTER AGREEMENT
FOR
POLYGRAPH EXAMINATION SERVICES**

TABLE OF CONTENTS OF EXHIBITS

EXHIBITS

- A County's Administration
- B Contractor's Administration
- C Safely Surrendered Baby Law
- D1 Certification of Employee Status
- D2 Certification of No Conflict of Interest
- D3 Contractor Acknowledgement and Confidentiality Agreement
- E Rate of Compensation
- F Contract Discrepancy Report
- G Invoice Discrepancy Report

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO.: _____

COUNTY PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY COMPLIANCE MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

CONTRACTOR'S ADMINISTRATION

Contractor's Name

MASTER AGREEMENT NO.: _____

CONTRACTOR PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

SAFELY SURRENDERED BABY LAW

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



SAFELY SURRENDERED BABY LAW

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



SAFELY SURRENDERED BABY LAW



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.

**POLYGRAPH EXAMINATION SERVICES
MASTER AGREEMENT
CERTIFICATION OF EMPLOYEE STATUS**

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

Contractor Name

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.

EMPLOYEES

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

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

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

**POLYGRAPH EXAMINATION SERVICES
MASTER AGREEMENT
CERTIFICATION OF NO CONFLICT OF INTEREST**

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

Contractor Name

Master Agreement No.: _____

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

“Certain contracts prohibited.

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

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

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

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

POLYGRAPH EXAMINATION SERVICES MASTER AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name: _____

Master Agreement No: _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: _____

PRINTED NAME: _____

POSITION: _____

County of Los Angeles
Sheriff's Department

Polygraph Examination Services
Model Master Agreement Exhibits
RFSQ 744-SH



RATE OF COMPENSATION

POLYGRAPH EXAMINATION SERVICES

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

A. Pre-employment Polygraph Examination \$112.25 per hour

This all-inclusive rate for polygraph examination services includes a “No Shows” or “No Exams.” “No Shows” or “No Exams” which are the last scheduled polygraph examination of the day, must be billed at the all-inclusive rate listed in Section B below.

The County and Contractor acknowledge that most examinations are generally two hours in length.

The County will provide Contractor with not less than one hour of cumulative time for pre-examination and post-examination Work. Therefore, all completed polygraph examinations must be billed at a three-hour minimum, including all “No-Shows” or “No Exams” that are not the last scheduled exam of the day.

Exams that exceed the three-hour minimum require prior written approval by County Project Manager and Contractor must provide a justification in the “comments” section of Attachment 1A (Examination Log) to Attachment 1 (Statement of Work) to the Master Agreement.

B. “No Shows” or “No Exams” – Last Scheduled Polygraph Examination

\$122.25 per scheduled exam

This all-inclusive rate for each scheduled polygraph examination that is a “No Show” or “No Exam” and is the last scheduled polygraph examination.

CONTRACT DISCREPANCY REPORT**TO:** _____**FROM:** _____**DATES:** **Prepared by County:** _____ **Master Agreement No.:** _____ **Received by Contractor:** _____ **Returned by Contractor:** _____ **Action Completed:** _____**DISCREPANCY PROBLEMS:** _____

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

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

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

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

INVOICE DISCREPANCY REPORT

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

Today's Date: _____ Master Agreement No.: _____

Contractor: _____

Phone Number: _____

Invoice Number: _____ Date of Invoice: _____

Description of Issue(s) with Invoice:

Signed: _____ Date: _____

County Project Manager

2. REVIEWED

Signed: _____ Date: _____

County Project Director

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

Date received from County Project Manager: _____

Explanation regarding Issue(s) with Invoice: _____

Corrective Action Taken: _____

Signed: _____ Date: _____

Contractor Project Director

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

5. APPROVED BY COUNTY

Date: _____

Date: _____

6. CONTRACTOR NOTIFIED ON _____ **Date:** _____

INSTRUCTIONS

1. County Project Manager: Forward IDR to Contractor for investigation and response.
2. Contractor: Must respond to County Project Manager in writing within five Business Days of receipt of IDR.
3. County Project Manager: Forward completed IDR to Contracts Unit.