



SHERIFF'S DEPARTMENT

REQUEST FOR PROPOSALS

FOR

FREEDOM THROUGH A SECOND CHANCE PROGRAM SERVICES

RFP NO. 500-SH

NOVEMBER 2017

Prepared by the County of Los Angeles

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

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
1.0	INTRODUCTION	1
2.0	PURPOSE/CONTRACT FOR FREEDOM THROUGH A SECOND CHANCE PROGRAM SERVICES.....	1
2.1	Statement of Work.....	1
2.2	Sample Contract: Standard County Terms and Conditions	1
2.2.1	Anticipated Contract Term	2
2.2.2	Contract Rates	2
2.2.3	Days of Operation	2
2.2.4	Indemnification and Insurance	2
3.0	PROPOSER’S MINIMUM MANDATORY REQUIREMENTS	3
4.0	COUNTY’S RIGHTS AND RESPONSIBILITIES	4
4.1	Final Contract Award by the Board of Supervisors.....	3
4.2	County Option to Reject Proposals.....	4
4.3	County’s Right to Amend Request for Proposals	4
4.4	Background and Security Investigations.....	5
4.5	County’s Quality Assurance Plan	5
5.0	PROPOSER’S REQUIREMENTS AND CERTIFICATIONS	5
5.1	Notice to Proposers Concerning the Public Records Act.....	5
5.2	Contact with County Personnel	6
5.3	Mandatory Requirement to Register on County’s WebVen	6
5.4	Protest Policy Review Process	7
5.5	Injury and Illness Prevention Program.....	7
5.6	Confidentiality and Independent Contractor Status	8
5.7	Conflict of Interest.....	8
5.8	Determination of Proposer Responsibility.....	8
5.9	Proposer Debarment	9
5.10	Adherence to County’s Child Support Compliance Program.....	11
5.11	Gratuities.....	11
5.12	Notice to Proposers Regarding the County Lobbyist Ordinance	12

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
5.13	Federal Earned Income Credit	12
5.14	Consideration of GAIN/GROW Participants for Employment	13
5.15	Recycled Bond Paper	13
5.16	Safely Surrendered Baby Law.....	13
5.17	Jury Service Program	13
5.18	Intentionally Omitted	15
5.19	Notification to County of Pending Acquisitions/Mergers	15
5.20	Proposer’s Charitable Contributions Compliance	15
5.21	Defaulted Property Tax Reduction Program	16
5.22	Time Off for Voting	17
5.23	Proposer’s Acknowledgement of County’s Commitment to Zero Tolerance Human Trafficking.....	17
6.0	COUNTY’S PREFERENCE PROGRAMS	17
6.1	Overview of County’s Preference Programs.....	17
6.2	Local Small Business Enterprise (LSBE) Preference Program.....	18
6.3	Local Small Business Enterprise (LSBE) Prompt Payment Program.....	19
6.4	Social Enterprise (SE) Preference Program	19
6.5	Disabled Veteran Business Enterprise (DVBE) Preference Program	20
7.0	PROPOSAL SUBMISSION REQUIREMENTS	21
7.1	Truth and Accuracy of Representations	21
7.2	RFP Timetable.....	21
7.3	Solicitation Requirements Review	21
7.4	Proposers’ Questions	22
7.5	Intentionally Omitted	23
7.6	Intentionally Omitted	23
7.7	Preparation of the Proposal.....	23
7.8	Business Proposal Format	23
7.9	Cost Proposal Format.....	35
7.10	Firm Offer/Withdrawal of Proposal.....	36
7.11	Proposal Submission.....	36

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.0	SELECTION PROCESS AND EVALUATION CRITERIA.....	37
8.1	Selection Process.....	37
8.2	Adherence to Minimum Mandatory Requirements (Pass/Fail)	38
8.3	Disqualification Review.....	38
8.4	Business Proposal Evaluation and Criteria (90%).....	39
8.5	Cost Proposal Evaluation Criteria (10%)	41
8.6	Department's Proposed Contractor Selection Review	41
8.7	County Independent Review Process.....	43

APPENDICES:

- A Statement of Work:** Explains in detail the required services to be performed by the Contractor.
- B Statement of Work Exhibits:** Includes Exhibits to the Statement of Work.
- C Sample Contract:** Identifies the terms and conditions in the Contract.
- D Required Forms:** Forms that must be completed and included in the proposal.
- E Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- F County of Los Angeles Policy on Doing Business With Small Business:** County Policy
- G Jury Service Ordinance:** County Code
- H Listing of Contractors Debarred in Los Angeles County:** Contractors who are not allowed to contract with the County for a specific length of time.
- I IRS Notice 1015:** Provides information on Federal Earned Income Credit.
- J Safely Surrendered Baby Law:** County Program
- K - M Intentionally Omitted**
- N Background and Resources: California Charities Regulation:** An information sheet intended to assist Nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources.
- O Defaulted Property Tax Reduction Program:** County Code

1.0 INTRODUCTION

- 1.1 The Los Angeles County Sheriff's Department (Department) is issuing this Request for Proposals (RFP) to solicit proposals from interested and qualified vendors (Proposers) for a Contract with an organization that can provide Freedom Through a Second Chance Program Services (Services) to selected inmate population (Participants) within the Los Angeles County Jail system (County Jail) to enable successful inmate pre-release and post-release treatment and transition to the community. Freedom Through a Second Chance Program Services includes assessment of each Participant, case management, and placement and/or referral into transitional services as described in Appendix A (Statement of Work) of this RFP.
- 1.2 The Contract is funded either in whole or in part by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, under the Fiscal Year 11 Second Chance Act Adult Offender Reentry Program for Planning and Demonstration Projects, pursuant to Grant Number 2011-CZ-BX-0034 (Grant).
- 1.3 Titles, captions and headings contained in this solicitation are inserted as a matter of convenience and for reference and are not intended and shall not be deemed or construed to define, limit, extend or otherwise describe the scope or any provision of this solicitation.

2.0 PURPOSE/CONTRACT FOR FREEDOM THROUGH A SECOND CHANCE PROGRAM SERVICES

2.1 Statement of Work

It is the objective of the Department to create an individualized Participant Treatment Plan (Treatment Plan) which consists of pre-release treatment and rehabilitation plans as well as a post-release transition plan. This Treatment Plan is based on the results of an Individual Risk and Needs Assessment (Assessment), Participant's criminal history, Participant's substance abuse history, Participant's anger issues, and Participant's parental status.

Proposer shall provide the Treatment Plan as well as cognitive-behavioral treatment, substance abuse treatment, and mental health services for approximately one hundred fifty (150) Participants.

Contractor shall be expected to implement the Statement of Work that is contained in Appendix A, of this RFP.

2.2 Sample Contract: County Terms and Conditions

Contractor shall be expected to implement the Sample Contract as contained in Appendix C, of this RFP.

2.2.1 Anticipated Contract Term

The term of the Contract shall commence upon execution by the County Board of Supervisors and shall continue for a period of one (1) year, unless terminated earlier in whole or in part, as provided in the Contract.

The County shall have the option, at the Sheriff's discretion and upon notice to Contractor prior to the end of the current period of the Contract term, to extend the term of the Contract for up to one (1) additional year period for a total maximum Contract term not to exceed two (2) years. Such option term extension shall be in the form of a written Amendment pursuant to sub-paragraph 8.1 (Change Orders and Amendments), in Appendix C (Sample Contract) of this RFP.

2.2.2 Contract Rates

The Contractor's rates shall remain firm and fixed for the term of the Contract. The Maximum Contract Sum for the entire term of the Contract, including any extension options if so exercised by County, is described in Paragraph 5.0 (Contract Sum) of Appendix C (Sample Contract), of this RFP

2.2.3 Days of Operation

The Contractor shall be required to provide Services as described in sub-paragraph 5.5 (Work Locations and Hours of Operations) Appendix A (Statement of Work), of this RFP.

2.2.4 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in Appendix C (Sample Contract) sub-paragraph 8.23 (Indemnification). The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix C (Sample Contract), sub-paragraphs 8.24 and 8.25.

3.0 PROPOSER'S MINIMUM MANDATORY REQUIREMENTS

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required Services outlined in Appendix A (Statement of Work) of this RFP are invited to submit proposal(s), provided they meet the following Minimum Mandatory Requirements:

3.1 Proposer must have a minimum of two (2) years within the last five (5) years providing (a) assessment, (b) case management, and (c) placement and/or referrals into transitional services, that are the same or similar to Services indicated in Paragraph 3.0 (Specific Work Requirements), Appendix A (Statement of Work) of this RFP, to the following population:

- Male or female sentenced inmates with substance abuse disorders as well as with mental illness or Co-occurring.

Proposer shall provide references, qualifying experience for Proposer's minimum mandatory requirement listed in this sub-paragraph 3.1 shall be documented through Letters of Confirmation (refer to sub-paragraph 7.8.7 A.1. (Organizational Experience (Section B.1.1)), of this RFP which can include program literature, and written materials describing the history and successful operation of the organization's program and services.

3.2 Proposer must have a Project Manager with a minimum of one (1) year of experience within the last three (3) years providing (a) assessment, (b) case management, and (c) placement and/or referrals into transitional services that are the same or similar to Services indicated in Paragraph 3.0 (Specific Work Requirements) Appendix A (Statement of Work) of this RFP, to at least one of the following populations:

- Inmates housed in or just released from a federal, state, city, or county correctional system;
- Parolees, probationers, homeless individuals/families, or substance abuse disorder and rehabilitation individuals/families.

Proposer shall submit a resume and appropriate certifications if required. Include references to verify this experience for the proposed Project Manager.

3.3 Proposer utilizes (or will utilize) a comprehensive service-tracking database for the purpose of querying service status, service schedules, placement and/or referral into transitional services, and generating reports.

Proposer shall describe in detail how Proposer's service-tracking database provides, or will provide, the required services outlined under

sub-paragraph 3.14 (Service-Tracking Database) of Appendix A (Statement of Work) of this RFP.

4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

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

4.1 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant contract, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

4.2 County Option to Reject Proposals or Cancel RFP

Proposers are hereby advised that this RFP is an informal solicitation for proposals only, and is not intended, and is not to be construed as, an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, at its sole discretion, reject all proposals and cancel the RFP in its entirety. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

4.3 County's Right to Amend Request for Proposals

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

4.4 Background and Security Investigations

All of Contractor's staff performing Services under the Contract shall be required to undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing work under the Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include state, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. Contractor's staff shall comply with Paragraph 6.0 (Safety and Security Requirements), of Appendix A (Statement of Work) of this RFP.

4.5 County's Quality Assurance Plan

After Contract award, the County or its agent will monitor the Contractor's performance under the Contract on a periodic basis. Such monitoring will include assessing Contractor's compliance with all terms and conditions in the Contract and performance standards identified in Appendix A (Statement of Work). Contractor's deficiencies which the County determines are significant or continuing and that may jeopardize performance of the Contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

5.0 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS

5.1 Notice to Proposers Concerning the Public Records Act

5.1.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended Proposer's proposal will become a matter of public record when (1) contract negotiations are complete; (2) Department receives a letter from the recommended Proposer's authorized officer that the negotiated contract is the firm offer of the recommended Proposer; and (3) Department releases a copy of the recommended Proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055.

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the

Department's Proposer recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."

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

5.1.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "confidential," "trade secrets," or "proprietary," Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

5.2 Contact with County Personnel

All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed or e-mailed as follows:

Los Angeles County Sheriff's Department
Attention: Dernice Samuel, Contract Analyst
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Email address: ddsamuel@lasd.org

If it is discovered that Proposer 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 proposal from further consideration.

5.3 Mandatory Requirement to Register on County's WebVen

Prior to a contract award, 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 Policy Review Process

5.4.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in sub-paragraph 5.4.3 below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the sub-paragraphs below. It is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

5.4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Proposer 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 a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 are limited to the following:

- Review of Solicitation Requirements (Reference sub-paragraph 7.3 in the Proposal Submission Requirements Section)
- Review of a Disqualified Proposal (Reference sub-paragraph 8.3 in the Selection Process and Evaluation Criteria Section)
- Review of Proposed Contractor Selection (Reference sub-paragraph 8.6 in the Selection Process and Evaluation Criteria Section)

5.5 Injury and Illness Prevention Program

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective

Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

5.6 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in sub-paragraph 7.5 (Confidentiality) and the Independent Contractor Status provision contained in sub-paragraph 8.22 in Appendix C (Sample Contract).

5.7 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix D (Required Forms), Exhibit 5 (Certification of No Conflict of Interest).

5.8 Determination of Proposer Responsibility

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

5.8.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, 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 Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

5.8.3 The County may declare a Proposer to be non-responsible for purposes of the Contract if the Board of Supervisors, in its discretion, finds that the Proposer 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 Proposer'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.

- 5.8.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 5.8.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
- 5.8.6 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

5.9 Proposer Debarment

- 5.9.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer 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 Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer 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 Proposer'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.

- 5.9.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 5.9.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer'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 Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 5.9.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 5.9.5 If a Proposer has been debarred for a period longer than five (5) years, that Proposer 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 Proposer 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.
- 5.9.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer 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.

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

5.9.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

5.9.9 Appendix H provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

5.10 Adherence to County's Child Support Compliance Program

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

5.11 Gratuities

5.11.1 Attempt to Secure Favorable Treatment

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

5.11.2 Proposer Notification to County

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

5.11.3 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.

5.12 Notice to Proposers Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. 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 Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix D (Required Forms), Exhibit 6, as part of their proposal.

5.13 Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in

Internal Revenue Service Notice No. 1015. Reference Appendix I, of this RFP.

5.14 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall submit a completed, "Attestation of Willingness to Consider GAIN/GROW Participants" form, as set forth in Appendix D (Required Forms), Exhibit 9, of this RFP, along with their proposal.

5.15 Recycled Bond Paper

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Appendix C (Sample Contract), sub-paragraph 8.39 (Recycled Bond Paper).

5.16 Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, 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 Appendix J (Safely Surrendered Baby Law) of this solicitation document. Additional information is available at www.babysafela.org

5.17 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read Appendix G (Jury Service Ordinance), of this RFP, and the pertinent jury service provisions of Appendix C (Sample Contract) sub-paragraph 8.8, both of which are incorporated by reference into and

made a part of this RFP. The Jury Service Program applies to both Contractors and their subcontractors.

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

5.17.1 The Jury Service Program requires Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

5.17.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any

provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 5.17.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Appendix D (Required Forms) Exhibit 10 (Certification Form and Application for Exception), 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.

5.18 Intentionally Omitted

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

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Appendix D (Required Forms), Exhibit 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information). Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify County of changes to the information contained in Exhibit 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) during the pendency of this RFP by providing a revised Exhibit 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

5.20 Proposer's Charitable Contributions Compliance

- 5.20.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read Appendix N (Background and Resources: California Charities Regulations) of this RFP. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key

Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

5.20.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete Appendix D (Required Forms) Exhibit 19 (Charitable Contributions Certification) of this RFP. A completed Exhibit 19 is a required part of any contract with the County.

5.20.3 In Exhibit 19, prospective contractors certify either that:

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

- OR -

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

5.20.4 Prospective County contractors that do not complete Exhibit 19 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

5.21 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix O, and the pertinent provisions of the Sample Contract, Appendix C, subparagraph 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.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain

compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Exhibit 20 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).

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

5.22 Time Off for Voting

The Contractor shall notify its employees, and shall require each 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.

5.23 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Human Trafficking

5.23.1 On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

5.23.2 Contractors are required to complete Exhibit 21 (Zero Tolerance Human Trafficking Policy Certification) in Appendix D (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provision as defined in sub-paragraph 8.54 (Compliance with County's Zero Tolerance Human Trafficking Policy) of Appendix C (Sample Contract). Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

6.0 COUNTY'S PREFERENCE PROGRAMS (If applicable)

6.1 Overview of County's Preference Programs

- 6.1.1 The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors 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) requires that a business must complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in sub-paragraphs 6.2, 6.4, and 6.5 of this solicitation.
- 6.1.3 In no case shall 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.
- 6.1.5 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

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

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

- 6.2.2 To apply for certification as an LSBE, businesses should contact the Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>
- 6.2.3 Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for Preference Program Consideration in Appendix D (Required Forms) and submit a letter of certification from the DCBA with their proposal.
- 6.2.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

6.3 Local Small Business Enterprise (LSBE) Prompt Payment Program (if applicable)

It is the intent of the County that Certified LSBEs 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.

6.4 Social Enterprise (SE) Preference Program (if applicable)

- 6.4.1 The County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:
 - 1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
 - 2) A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE.
- 6.4.2 The DCBA shall certify that a SE meets the criteria set forth in sub-paragraph 6.4.1.
- 6.4.3 Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses

must complete and submit Exhibit 7 (Request for Preference Program Consideration) in Appendix D (Required Forms) and submit a letter of certification from the DCBA with their proposal.

6.4.4 Further information on SEs also available on the DCBA's website at: <http://dcba.lacounty.gov>

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

6.5.1 The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:

- 1) A business which is certified by the State of California as a DVBE; or
- 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
- 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

6.5.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in sub-paragraph 6.5.1, 1 or 2 above.

6.5.3 Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7 (Request for Preference Program Consideration) in Appendix D (Required Forms) and submit a letter of certification from the DCBA with their proposal.

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

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

7.0 PROPOSAL SUBMISSION REQUIREMENTS

This Paragraph contains key project dates and activities as well as instructions to Proposers on how to prepare and submit their proposal.

7.1 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Department's sole judgment and his/her judgment shall be final. All proposals shall be firm and final offers and may not be withdrawn for a period of two hundred seventy (270) days following the final proposal submission date.

7.2 RFP Timetable

The timetable for this RFP is as follows:

- Release of RFP.....11/17/2017
- Request for a Solicitation Requirements Review Due.... 12/05/2017
- Written Questions Due..... 12/12/2017
- Questions and Answers Released..... 01/09/2018
- **Proposals due by 3:00 p.m. (Pacific Time) 02/02/2018**

7.3. Solicitation Requirements Review

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

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;

2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal;
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

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

7.4 Proposers' Questions

Proposers may submit written questions regarding this RFP by mail or e-mail to the individual identified below. All questions must be received by 12/12/2017. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP. The addendum will be made available to all Proposers, in addition to being posted on the Department's Website at <http://shq.lasdnews.net/shq/contracts/info.html>

When submitting questions, please specify the RFP 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 RFP. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from Proposer. Questions should be addressed to:

Los Angeles County Sheriff's Department
Attention: Dernice Samuel, Contract Analyst

211 West Temple Street, 6th Floor
Los Angeles, California 90012
Email address: ddsamuel@lasd.org

7.5 Intentionally Omitted

7.6 Intentionally Omitted

7.7. Preparation of the Proposal

7.7.1 Two (2) separate proposals must be submitted – a Business Proposal and a Cost Proposal. All Proposals must be bound and submitted in the prescribed format.

7.7.2 Proposers must read this RFP carefully and follow all instructions, giving consideration to all requirements and requested documents as set forth herein when submitting their proposals to ensure that errors or omissions do not cause Proposers to be eliminated from considerations.

7.7.3 Each proposal must respond clearly and comprehensively to all requirements of the RFP. Any request lacking a response will be considered “non-responsive.” Failure to comply with the proposal instructions may disqualify the proposal. Noncompliant, inadequate, incomplete, or otherwise non-responsive proposals may, in the county’s sole discretion, result in disqualification or elimination.

7.7.4 County reserves the sole right to judge the content and presentation of the proposals. Any proposal that deviates from the format, sequence, content, or submission procedure may be rejected without review, in the County’s sole discretion.

7.8 Business Proposal Format

7.8.1 The content and sequence of the Proposal must be as follows:

- Proposer’s Organization Questionnaire/Affidavit and CBE Information and Required Support Documents for Corporations and Limited Liability Companies
- Table of Contents
- Executive Summary (Section A)
- Proposer’s Qualifications (Section B)
- Proposer’s Approach to Provide Required Services (Section C)

- Proposer’s Quality Control Plan (Section D)
- Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of / or Exceptions to (Section E)
- Business Proposal Required Forms (Section F)

7.8.2 Proposer’s Organization Questionnaire/Affidavit and CBE Information and Required Support Documentation

The Proposer shall complete, sign and date the Proposer’s Organization Questionnaire/Affidavit and CBE Information, Exhibit 1, as set forth in Appendix D (Required Forms) of this RFP. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a contract.

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

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

7.8.3 Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the Proposal:

- 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.

7.8.4 Limited Partnership:

The Proposer 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.

7.8.5 Table of Contents

List all material included in the Proposal. Include a clear definition of the material, identified by sequential page numbers and by Section reference numbers.

7.8.6 Executive Summary (Section A)

Condense and highlight the contents of the Proposer's Business Proposal to provide County with a broad understanding of the Proposer's approach, qualifications, experience, and staffing.

7.8.7 Proposer's Qualifications (Section B)

Proposer's response shall clearly describe the Proposer's background experience, financial stability, resources, and capability to provide the required deliverables and perform the required services. Company information shall be provided for the Proposer. The information shall include, at a minimum, the following:

- Proposer name, local contact name, telephone number, tax identification number, and email address;
- Location of the main office and the local office(s) located in Los Angeles County in accordance with sub-paragraph 5.5.1 of the Appendix A (Statement of Work) of this RFP, and a description of the range of services provided by local office(s).
- Description in narrative format as to how Proposer's organization is organized to manage projects similar to the contract. Proposer shall also provide an organization chart;
- Description of Proposer's hiring process that includes details of each step. The description shall include, but not be limited to, hiring requirements, background checks, discipline policy, and termination policy;
- Resume of Proposer's Project Manager to be involved in this project shall be included in Section B.1.2a below.

- Resume(s) and corporate job descriptions of company Case Manager(s) personnel to be involved in this project are to be included in Section B.1.2b below.
- Proposer must provide names, addresses, and phone numbers of all persons authorized to represent and bind company.
- The number of years the Proposer has been in business under the current business name, as well as prior business names.

The following sections must be included in Section B, Proposer's Qualifications, of the Proposal:

A. Proposer's Background and Experience (Section B.1)

Proposer shall provide a detailed summary of all relevant background information to demonstrate that the Proposer meets the minimum mandatory requirement(s) stated in Paragraph 3.0 (Proposer's Minimum Mandatory Requirements) of this RFP and has the capability to perform the required services as a corporation or other entity. The information shall include, at a minimum, the following:

- a narrative format description of the total length of time and number of individuals, in terms of annual average number for which Proposer has provided assessment, case management, programs, and placement and/or referral services, with details on what these services were, how many inmate/Participants were serviced, and how the services were provided;
- a narrative format description of the total length of time and number of individuals, in terms of annual average number for which Proposer has provided placement and/or referral into transitional services, with details on what these transitional services were, how many inmates/Participants were serviced and how services were provided;
- a narrative format description on the Proposer's experience in evidence-based programming, where applicable. The description shall include established best practices, studies, or models on which the program was based, the length of time and number of inmate/Participants served under the program, any training Proposer's staff have received in

providing evidence-based services; how the assessment, case management, and placement and/or referral into transitional service tools used by the Proposer fit evidence-based models; and shall include sample training materials, assessment, case management, and placement and/or referral into transitional service tools if appropriate.

- a narrative description on what data the Proposer has tracked and how the Proposer has obtained the data regarding prior inmate/Participants. Proposer shall attach examples of prior reports where appropriate. Proposer shall also describe how the Proposer tracks and measures outcomes related to prior assessment, case management, and placement and/or referral into transitional services.

Proposer shall include a sample form to track data and outcome regarding former inmate/Participants in accordance with the requirements outlined in Appendix A (Statement of Work) Paragraph 4.0 (Reports, Performance Reporting, and Case Review) of this RFP.

In addition the Proposer shall provide the following:

1. Organizational Experience (Section B.1.1)

Documented experience via a Letter of Confirmation from each agency and/or organization that has awarded a contract, agreement, grant, or memorandum of understanding/agreement (MOU) to the Proposer within the last five (5) years (refer to sub-paragraph 3.1, of this RFP). Each Letter of Confirmation shall include the following information:

- Location of contracted program; and
- The term (time period) of the contract, agreement, grant or MOU; and
- Detailed narrative of scope and nature of the contract services provided; and
- Facility size and type of population; and
- A statement of the quality of the Proposer's performance under the contract, agreement, grant, or MOU.

2. Staffing Levels Experience/Knowledge (Section B.1.2)

Staffing Levels must meet the requirements listed below and in Appendix A (Statement of Work).

a. Proposer Project Manager

Proposer Project Manager must be a full-time employee of the Contractor. Contractor shall submit a resume for the Proposer's Project Manager and a corporate job description in narrative format of how Proposer's Project Manager meets the minimum mandatory requirement stated in sub-paragraph 3.2. Additional points may be awarded toward Proposer's score if the resume, corporate job description, and narrative description demonstrate that the Proposer's Project Manager exceeds the minimum mandatory requirements stated in sub-paragraph 3.2.

b. Proposer's Case Managers

Proposer's Case Managers must be full-time employees of the Contractor. Contractor shall submit a corporate job description for Case Managers and provide in narrative format a description of how Proposer's Case Managers meet the requirements set forth in Appendix A (Statement of Work) sub-paragraph 5.2.4(B) of this RFP. If any of the personnel for the Case Manager positions are identified at the time of Proposal submission, the resumes for such identified personnel shall be submitted. Additional points may be awarded toward Proposer's score if the resumes, corporate job description, and narrative description demonstrate that the Proposer's Case Managers exceed the requirements stated in sub-paragraph 5.2.4(B) of Appendix A (Statement of Work) of this RFP

3. Staffing Requirements/Plan (Section B.1.3)

Proposer shall describe in detail how its staff will provide effective services to meet the goals and objectives for the required Services by:

- Maintaining a consistent and supportive environment for staff, inmate Participants and established Community Based Organizations (CBO) network alliance providers.
- Maintaining appropriate and professional boundaries between staff, inmate Participants, and CBO network alliance providers.
- Ensuring continual effective services and staffing levels throughout the term of the Contract.

Proposer shall include, at a minimum, a copy of an employee handbook and its grievance process.

B. Proposer's References (Section B.2)

It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference are accurate. The same references may be listed on both forms - Exhibit 2 (Prospective Contractor References) and Exhibit 3 (Prospective Contractor List of Contracts) of Appendix D (Required Forms) of this RFP.

County may disqualify a Proposer as non-responsive and/or non-responsible if:

- references fail to substantiate Proposer's description of the services provided; or
- references fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- the Department is unable to reach the point of contact with reasonable effort (at least three attempts will be made). It is the Proposer's responsibility to inform the point of contact of normal working business hours.

The Proposer must complete and include the following Required Forms:

i. Prospective Contractor References, Exhibit 2

Proposer must provide three (3) references, at least one of which must verify the Proposer's required

qualifications as listed in Paragraph 3.1 (Proposer's Minimum Mandatory Requirements) of this RFP.

ii. Prospective Contractor List of Contracts, Exhibit 3

The listing must include all Public Entities contracts for the last three (3) years. Use additional sheets if necessary.

iii. Prospective Contractor List of Terminated Contracts, Exhibit 4

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

C. Proposer's Financial Capability (Section B.3)

Provide copies of the company's most current and one prior fiscal years (for example 2014 and 2015) financial statements. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

D. Proposer's Pending Litigation and Judgments (Section B.4)

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

7.8.8 Proposer's Approach to Provide Required Services (Section C)

Proposer shall present description of the methodology the Proposer will use to meet Contract work requirements. Describe

in detail how the services will be performed to meet the intent of the Statement of Work.

Proposer's approach to provide required services shall include the following:

A. Program Design (Section C.1)

Proposer's program design plan shall describe in detail how Proposer's program will improve discharge planning so as to reduce recidivism, as well as assist inmate Participants in becoming self-sufficient and providing the life-skills and resources necessary to lead productive lives in society. Proposer's program design shall include, at a minimum, the following:

- A description of the evidence-based practices that support Proposer's program design, where applicable;

- A detailed description of how the Proposer expects to meet the required goals for services by the Department outlined under sub-paragraph 1.1.2 of Appendix A (Statement of Work). Proposer shall provide numeric goals on how many Participants the Proposer expects to provide assessment, case management, and placement and/or referral into transitional services respectively based on the allocated budget and the Proposer's experience and explain here why the figure is realistic. The numeric goals in sub-paragraph 1.1.2 of Appendix A (Statement of Work) of this RFP may be adjusted accordingly in the final Contract with the successful Contractor for these services.

- A description of how the proposed services help Participants receiving transitional services succeed;

- A description of the services to be provided and how the needs of the Participants will be met;

- A description of the staffing plan or organizational chart Proposer will use in order to adequately staff the project, including the title and number of staff members at each level, and the responsibilities of each staff member in accordance with Appendix A (Statement of Work), sub-paragraph 5.2 (Staffing Requirements) of this RFP.

B. Assessment of Inmate Participants (Section C.2)

Proposer shall describe in detail how Proposer's staff will provide the required services set forth in sub-paragraphs 3.1 (Participant Identification Process) and 3.3 (Individual Risk and Needs Assessment) of Appendix A (Statement of Work).

C. Case Management (Pre-Release and Post-Release) Plan (Section C.3)

Proposer shall describe in detail how Proposer's staff will provide the required services set forth in sub-paragraph 3.11 (Case Management Pre-Release and Post-Release Plan) of Appendix A (Statement of Work), and how these services will be evaluated.

D. Placement and/or Referral into Transitional Services (Section C.4)

Proposer shall describe in detail how Proposer's staff will provide the required services set forth in sub-paragraph 3.12 (Transitional Services) of Appendix A (Statement of Work), and how these services will be evaluated.

E. Option to Terminate Participation (Section C.5)

Proposer shall describe in detail how Proposer's staff will provide the required services set forth in sub-paragraph 3.13 (Option to Terminate Participation) of Appendix A (Statement of Work).

F. Service-Tracking Database (Section C.6)

Proposer shall describe the types of data to be kept and tracked in the Proposer's service-tracking database and how Proposer will develop and utilize the service-tracking database to provide the required services set forth in sub-paragraph 3.14 (Service-Tracking Database) and Paragraph 4.0 (Reports, Performance Reporting, and Case Review) of Appendix A (Statement of Work).

7.8.9 Proposer's Quality Control Plan (Section D)

Present a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix A (Statement of

Work) and Appendix B (Statement of Work Exhibits), Exhibit B3 (Performance Requirements Summary Chart).

Proposer shall include, but not be limited to, the following factors in the Quality Control Plan:

- Activities to be monitored to ensure compliance with all Contract requirements, include monitoring of staffing requirements and plan;
- Monitoring methods to be used;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Title/level and qualifications of personnel performing monitoring functions; and
- Documentation methods of all monitoring results, including any corrective action taken.

7.8.10 Proposer's Green Initiatives

Present a description of proposed plan for complying with the green requirements as described in Paragraph 9.0 of the SOW. Describe your company's current environmental policies and practices and those proposed to be implemented.

7.8.11 Terms and Conditions in Sample Contract, and Requirements of the Statement of Work: Acceptance of / or Exceptions to (Section E)

- A. It is the duty of every Proposer to thoroughly review the Sample Contract and Statement of Work to ensure compliance with all terms, conditions and requirements. It is the County's expectation that in submitting a proposal the Proposers will accept, as stated, the County's terms and conditions in the Sample Contract and the County's requirements in the Statement of Work. However, the Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements.
- B. Section E of Proposer's response must include:

1. A statement offering the Proposer's acceptance of or exceptions to all terms and conditions listed in Appendix C (Sample Contract).
2. A statement offering the Proposer's acceptance of or exceptions to all requirements listed in Appendix A (Statement of Work); and

For each exception, the Proposer shall provide:

1. An explanation of the reason(s) for the exception;
 2. The proposed alternative language; and
 3. A description of the impact, if any, to the Proposer's budget schedule.
- C. Indicate all exceptions to the Sample Contract and/or the Statement of Work by providing a 'red-lined' version of the language in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.

The County reserves the right to determine if Proposers' exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.

The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

7.8.12 Business Proposal Required Forms (Section F)

Proposal shall include all completed, signed, and dated forms identified in Appendix D (Required Forms).

- Exhibit 5 Certification of No Conflict of Interest
- Exhibit 6 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 7 Request for Preference Program Consideration
- Exhibit 8 Proposer's EEO Certification

- Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 10 Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibit 11 Budget Schedule to be submitted in the Cost Proposal
- Exhibit 12 Certification of Independent Price Determination and Acknowledgement of RFP Restrictions
- Exhibits 13-18 Intentionally Omitted
- Exhibit 19 Charitable Contribution Certification
- Exhibit 20 Certificate of Compliance with County's Defaulted Property Tax Reduction Program
- Exhibit 21 Zero Tolerance Human Trafficking Policy Certification

7.9 Cost Proposal Format

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

- Cover Page identifying, at a minimum, the RFP and the Proposer's name.
- **Budget Schedule**

Proposer shall prepare and submit in the Cost Proposal a Budget Schedule in accordance with Exhibit 11 (Budget Schedule) under Appendix D (Required Forms) for the Services provided by Contractor for the first year of the Contract and the one (1) option year, not to exceed the Maximum Contract Sum as set forth in sub-paragraph 5.2, Appendix C (Sample Contract) of this RFP.

The content and sequence of the Budget Schedule must be as follows:

1. Part One – Line Item Budget Detail by Year

Under Part One – Proposer shall provide a line item budget detail by year for the Contract, in a format substantially similar to the sample format provided under Appendix D (Required Forms), Exhibit 11(1) (Part One – Line Item Budget Detail by Year) of this RFP.

2. Part Two – Budget Narrative Detail by Year

Under Part Two -- Proposer shall provide, with full justifications, a budget narrative detail by year for the Contract for each line item identified under Part One – Line Item Budget Detail by Year, in a format substantially similar to the sample format provided under Appendix D (Required Forms) Exhibit 11(2) (Part Two – Budget Narrative Detail by Year) of this RFP.

County will review Proposer's Budget Schedule whether the proposed budget is reasonable and appropriate for the types and levels of Services to be provided. If the Budget Schedule is incomplete or unreasonable, County may, at its discretion, deem the proposal to be non-responsive.

Price will not be evaluated and a lower budget will not necessarily receive higher scores. However, a Proposal that provides more Services for the allocated budget amount may receive more points under Section C.1 (Program Design) than a proposal that provides fewer Services for the allocated budget amount.

7.10 Firm Offer/Withdrawal of Proposal

Until the proposal submission deadline, errors in Proposals may be corrected by a request in writing to withdraw the Proposal and by submission of another Proposal with the mistakes corrected. Corrections will not be accepted once the deadline for submission of Proposals has passed.

7.11 Proposal Submission

The original Business Proposal and four (4) numbered hard copies, and one (1) electronic copy on a cd or flashdrive in pdf format, shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

"BUSINESS PROPOSAL FOR FREEDOM THROUGH A SECOND CHANCE PROGRAM SERVICES–RFP NO. 500-SH"

The original Cost Proposal, plus two (2) numbered hard copies, one (1) electronic copy on a cd or flashdrive in pdf format, as well as one (1) electronic copy on a cd or flashdrive in excel spreadsheet format must be submitted in a separate sealed package, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

"COST PROPOSAL FOR FREEDOM THROUGH A SECOND CHANCE PROGRAM SERVICES–RFP NO. 500-SH"

Proposals shall be delivered or mailed to the County contact as follows:

Los Angeles County Sheriff's Department
Attention: Dernice Samuel, Contract Analyst
211 West Temple Street, 6th Floor
Los Angeles, California 90012

It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any Proposals received after the scheduled closing date and time for receipt of Proposals, as listed in subparagraph 7.2 (RFP Timetable), of the RFP, will not be accepted and returned to the sender unopened. Timely hand-delivered Proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

All proposals shall be firm offers and may not be withdrawn for a period of two hundred seventy (270) days following the last day to submit proposals.

8.0 SELECTION PROCESS AND EVALUATION CRITERIA

8.1 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on 02/02/18.

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective Contractor. All proposals will be evaluated based on the criteria listed below. All proposals will be scored and ranked in numerical sequence from high to low. The County may also, at its option, invite Proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

After a prospective Contractor has been selected, the County and the prospective Contractor will negotiate a contract for submission to the Board of Supervisors for its consideration and possible approval. If a

satisfactory contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as determined by the County.

The recommendation to award a contract will not bind the Board of Supervisors to award a contract to the prospective Contractor.

The County retains the right to select a Proposal other than the Proposal receiving the highest number of points if County determines, in its sole discretion, another Proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

8.2 Adherence to Minimum Mandatory Requirements (Pass/Fail)

County shall review the Proposer's Organization Questionnaire/Affidavit and CBE Information - Exhibit 1 of Appendix D (Required Forms) and the appropriate information, references and/or documentation of the proposal to determine if the Proposer meets the minimum mandatory requirements as outlined in Paragraph 3.0 (Proposer's Minimum Mandatory Requirements) of this RFP.

Failure of the Proposer to comply with the minimum mandatory requirements may eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present, or request clarifications.

8.3 Disqualification Review

A proposal 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 a proposal is disqualified due to non-responsiveness, the Department shall notify the Proposer in writing. Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

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

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

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

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

Proposer can also be disqualified for non-responsibility (See sub-paragraph 5.8).

8.4 Business Proposal Evaluation and Criteria (100%)

Any reviews conducted during the evaluation of the proposal may result in a point reduction.

8.4.1 Proposer's Qualifications (50%)

Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Section B.1 of the proposal.

Proposer will be evaluated on the Proposer's narrative responses and documentation furnished in accordance with sub-paragraph 7.8.7 (Proposer's Qualifications (Section B)) of this RFP.

In addition to Section B.1 above, Proposal will be evaluated on their Organizational Experience (Section B.1.1), Staffing Levels Experience/Knowledge (Section B.1.2), and Staffing Requirements/Plan (Section B.1.3).

Proposer will be evaluated on the verification of references provided in Section B.2 of the proposal. In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to 100% of the total points awarded in this evaluation category. Additionally, a review of terminated contracts will be conducted which may result in point deductions.

A review will be conducted to determine the significance of any litigation or judgments pending against the Proposer as provided in Section B.4 of the proposal.

8.4.2 Proposer's Approach to Providing Required Services (45%)

The Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in Section C of the proposal as follows:

- A. Program Design – evidence based (C.1)
- B. Assessments of Inmate Participants (C.2)
- C. Case Management (Pre-Release and Post-Release) Plan (C.3)
- D. Placement and/or Referral into Transitional Services (C.4)
- E. Option to Terminate Participation (C.5)
- F. Service-Tracking Database (C.6)

8.4.3 Quality Control Plan (5%)

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of the Contract are provided as specified in subparagraph 7.8.9 (Proposer's Quality Control Plan). Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all services listed on the Performance Requirements Summary (PRS) based on the information provided in Section D of the proposal.

8.4.4 Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Statement of Work

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in Appendix C (Sample Contract), and the Requirements of the Statement of Work outlined in Appendix A, as stated in Section E of the proposal. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

Proposers are further notified that the County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a Contract.

8.5 Cost Proposal Evaluation Criteria

County will review Proposer's Budget Schedule whether the proposed budget is reasonable and appropriate for the types and levels of Services to be provided. If the Budget Schedule is incomplete or unreasonable, County may, at its discretion, deem the proposal to be non-responsive.

Price will not be evaluated and a lower budget will not necessarily receive higher scores. However, a Proposal that provides more Services for the allocated budget amount may receive more points under Section C.1 (Program Design) than a proposal that provides fewer Services for the allocated budget amount.

8.6 Department's Proposed Contractor Selection Review

8.6.1 Departmental Debriefing Process

Upon completion of the evaluation, the Department shall notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see sub-paragraph 8.6.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

8.6.2 Proposed Contractor Selection Review

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this sub-paragraph may submit a written request for a Proposed

Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

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

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
 - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by state or federal law.
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the

Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review. (see sub-paragraph 8.7 below)

8.7 County Independent Review Process

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

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

1. The person or entity requesting a County Independent Review is a Proposer;
2. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in sub-paragraph 8.6.2 above.

Upon completion of the County Independent Review, Internal Services Department will forward the report to the Department, which will provide a copy to the Proposer.

APPENDIX A

STATEMENT OF WORK

FREEDOM THROUGH A SECOND CHANCE PROGRAM SERVICES

**STATEMENT OF WORK
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
1.0	OVERVIEW.....	1
2.0	SCOPE OF WORK.....	2
3.0	SPECIFIC WORK REQUIREMENTS.....	6
3.1	Participant Identification Process.....	6
3.2	Orientation.....	7
3.3	Individual Risk and Needs Assessment.....	7
3.4	Treatment Plan.....	8
3.5	Individualized Case Management Plan.....	8
3.6	Cognitive-Behavioral Therapy.....	9
3.7	Seeking Employment.....	9
3.8	Housing Support.....	9
3.9	Life Skills.....	9
3.10	Anger Management.....	10
3.11	Case Management Plan.....	10
3.12	Transitional Services.....	11
3.13	Option to Terminate Participation.....	12
3.14	Service-Tracking Database.....	13
4.0	REPORTS, PERFORMANCE REPORTING, CASE REVIEW.....	15
5.0	CONTRACTOR RESPONSIBILITIES.....	18
5.1	General.....	18
5.2	Staffing Requirements.....	19
5.3	Uniforms/Identification Badges.....	21
5.4	Materials and Equipment.....	22
5.5	Work Locations and Hours of Operations.....	22
5.6	Training.....	24
6.0	SAFETY AND SECURITY REQUIREMENTS.....	25
7.0	QUALITY CONTROL PLAN.....	29
8.0	QUALITY ASSURANCE PLAN.....	30
9.0	GREEN INITIATIVES.....	31
10.0	PERFORMANCE REQUIREMENTS SUMMARY.....	32

APPENDIX – STATEMENT OF WORK EXHIBITS

Exhibit B1	Contractor Discrepancy Report
Exhibit B2	Invoice Discrepancy Report
Exhibit B3	Performance Requirements Summary (PRS) Chart
Exhibit B4	Non-Employee Injury Report
Exhibit B5	Los Angeles County Sheriff's Department Application for Access to Custody Facilities
Exhibit B6	Political Activity
Exhibit B7	Security of Personal Property

1.0 OVERVIEW

Contractor shall provide Services for the Freedom Through A Second Chance Program Services (Program) to qualified participants (Participants), as described in Paragraph 2.0 (Scope of Work) and elsewhere in this Statement of Work (SOW), within the Los Angeles County Jail system (County Jail). The Program consists of pre-release and post-release services with the goal to increase public safety and reduce recidivism through activities targeted to address criminal behavior impacted by Co-occurring substance abuse and mental health disorders. The Program shall be provided to the Participant who is housed in a County Jail facility and selected for participation in the Program. Ultimately the Program will enable successful inmate reintegration into the community upon release from County Jail.

Services shall include the assessment of each Participant, as described in sub-paragraph 3.3 (Individual Risk and Needs Assessment), case management as described in sub-paragraph 3.11 (Case Management (Pre-release and Post-release) Plan), placement and/or referral into transitional services, as described in sub-paragraph 3.12 (Transitional Services).

1.1 Background

1.1.1 It is the objective of the Department to improve current case management planning for inmates with Co-occurring disorders so as to reduce recidivism, as well as assist inmates in becoming self-sufficient through the provision of the life-skills and resources necessary to lead productive lives in society.

1.1.2 The Department has seven (7) County Jails located throughout the County. Currently, three County Jails house mentally ill inmates, Century Regional Detention Facility (CRDF), PDC North Facility (North), and Twin Towers Correctional Facility (TTCF). CRDF houses mentally ill female inmates and TTCF and North house mentally ill male inmates. On average, the Department houses approximately 4,000 mentally ill male inmates on an annual basis within the TTCF and North facilities. Out of the average annual total mental illness male inmate population, the Department estimates that the average annual number of male inmates eligible to participate in the Program is approximately 2,175. The Department's goal is to make Assessments on not less than ten percent (10%) of the annual target population and to enroll about seventy percent (70%) of the total number of inmates assessed.

1.1.3 The Department's Inmate Services Bureau (ISB) Education Based Incarceration Unit (EBI) is tasked with, assisting inmates in successful inmate reintegration into the community through pre-release and post-release services. The Department's ISB does not have the capability to fully assess inmates, create a case plan, and conduct pre-release and post-release case management follow-up once the inmate is released from custody. Instead, ISB is dependent on outside services. As a result of the inmates' Co-occurring disorders, they are not always linked to pre-release and post-release services in a manner that would create a higher likelihood of avoiding recidivism.

1.1.4 ISB will work with the Contractor to navigate the logistics of the County Jail setting and ensure that the Contractor provides the required Services to Participants in accordance with this SOW.

2.0 SCOPE OF WORK

2.1 Qualified Participants

Contractor shall provide Services to Participants located within County Jail facilities and any other location identified by the County throughout the term of the Contract. Services include assessment of each Participant, pre-release and post-release case management, interventions through programs and placement and/or referral into post-release transitional services, as outlined throughout this SOW. Department, at its discretion, can add or delete any facility and/or location during the term of the Contract.

2.2 Participants shall be male inmates who will reside post-release in Los Angeles County and who are diagnosed with mental illness disorder as well as substance abuse disorder (Co-occurring). Out of the average annual total mental illness male inmate population, the Department estimates that the average annual number of County inmates eligible to participate in Services is approximately 2,175 with Co-occurring disorders.

2.3 Contractor shall provide a Case Management Plan and follow-up progress note report as well as cognitive-behavioral treatment, substance abuse treatment, and interventions and/or programming services for approximately one hundred fifty (150) Participants.

2.4 The Program's pre-release services shall be provided inside housing areas located at the Department's TTCF or North facilities.

These housing areas house approximately ninety (90) male offenders, who shall be housed together due to their Co-occurring disorder. These housing areas shall be referred to as “mental health housing”. Participants for the Program will be selected from the male offenders in mental health housing who also have a substance abuse disorder.

2.5 Participation in all inmate programs within the Department’s County Jail system is voluntary. Participants located in mental health housing are receiving services through the County’s Department of Mental Health (DMH) for their diagnosed mental health condition. They are identified for mental health housing through two (2) processes. First, during processing in the Department’s Inmate Reception Center (IRC) where every inmate is assessed for mental health disorders. Second, if they are believed to have a mental health issue, they are triaged to an area co-located with DMH staff where they are further evaluated. DMH ultimately decides if the inmate should be housed in the mental health housing area.

2.6 Program Entry/Exit

Contractor’s Program shall be arranged as an open entry/open exit system to accommodate Participants who have 90 to 100 days remaining in custody, yet qualify for and are desirous of participating in the Program.

2.7 Program Goal

The goal of the Program shall be to reduce recidivism by promoting a measurable successful rehabilitation plan and reintegration into society for male offenders with Co-occurring disorders.

2.8 Program Objectives

The Program objectives include, but are not limited to:

- 2.8.1 Jail-based substance abuse treatment;
- 2.8.2 Jail-based Co-occurring disorder programming;
- 2.8.3 Jail-based cognitive behavior change programming;
- 2.8.4 Post-release aftercare referral and follow up.

2.9 Program Structure

2.9.1 Pre-Release

Contractor’s Program shall be structured to ensure each Participant is engaged in a minimum of ten (10) hours per

week of pre-release treatment services during their incarceration. The pre-release treatment services provided to each Participant shall be established and provided based upon the results of the Assessment of each Participant. Program reports shall be provided in accordance with Paragraph 4.0 (Reports, Performance Reporting, and Case Review), of this SOW. The Assessment and Case Management Plan shall begin 60 to 90 days prior to the Participant's scheduled release.

2.9.2 Post-Release

Contractor's Participant Transition Plan (Transition Plan) shall address the post-release plan for Participants. The Transition Plan begins in custody and includes ten (10) hours per week of post-release follow-up to meet the requirements of the treatment and transition plans. Each post-release Participant will work with his assigned Case Manager who will put together a comprehensive monthly schedule to help meet all treatment goals which include, but are not limited to, education, employment, benefits, housing, family reunification, probation/parole requirements, and medical/dental care.

2.10 Contractor shall utilize one or more of the following tools to measure behavior change:

2.10.1 Motivational Interviewing

A Participant-centered treatment model that elicits behavioral change by helping Participants explore their thought process and ambivalence to become goal-directed.

2.10.2 Moral Reconciliation Therapy

Moral Reconciliation Therapy (MRT) is a cognitive-behavioral treatment strategy that seeks to decrease recidivism of Participants by increasing moral decision-making strategies. The treatment combines elements from a variety of psychological traditions to progressively address ego, social, moral, and positive behavioral growth. MRT consists of group and individual treatment therapy using structured group exercises as well as prescribed workbook assignments. The MRT workbook is structured around sixteen (16) objectively defined steps focusing on seven (7) basic treatment issues: confrontation of beliefs; attitudes and behaviors; assessment of current relationships;

reinforcement of positive behavior and habits; positive identity formation; enhancement of self-concept; decrease in hedonism and development of frustration tolerance; and development of higher stages of moral reasoning. Participants meet in groups once or twice weekly and can complete all steps of the MRT program in a minimum of three (3) to six (6) months.

2.10.3 Seeking Safety

Seeking Safety is a cognitive-behavioral group therapy treatment that specifically targets the unique problems that result from both drug/alcohol abuse and post-traumatic stress disorder symptoms. The treatment teaches Participants coping skills, including how to ask others for help, recognizing warning signs or high-risk situations for drug/alcohol abuse, self-care, and coping with post-traumatic stress disorder symptoms. This treatment recognizes that Participants with post-traumatic stress disorder symptoms and drug/alcohol abuse problems are at risk for negative outcomes such as bad relationships, experience of another traumatic event, or death; therefore, the main focus of this treatment is to improve Participants' safety.

2.10.4 Thinking For a Change

Thinking For a Change is an integrated, cognitive-behavioral change curriculum that includes cognitive restructuring, social skills development, and development of problem solving skills. Each concept is presented systemically. Participant learns that cognitive restructuring requires cognitive skills; and cognitive skills require objective, systematic approach to identifying thinking, beliefs, attitudes, and values in order to make a change.

- 2.11 Contractor shall utilize and maintain a service-tracking database for the purpose of tracking Services outcomes meeting the requirements set forth in sub-paragraph 3.14 (Service-Tracking Database), of this SOW. Additionally, the service-tracking database shall be capable of generating performance measure reports of Participant Assessments, Case Management Plan, and placement and/or referrals into Transitional Services on a monthly basis in accordance with Paragraph 4.0 (Reports, Performance Reporting, and Case Review) of this SOW. This tracking system shall be made available to the Department and the contracted evaluator.

- 2.12 Contractor shall develop and present a comprehensive quality control plan meeting the requirements set forth in Paragraph 7.0 (Quality Control Plan) of this SOW, for the County Project Manager's approval within ten (10) business days of the start of Services.
- 2.13 Contractor shall provide the appropriate staffing levels to ensure the Contractor meets all the requirements, goals, and objectives set forth in this SOW.
- 2.14 Throughout the term of the Contract, County will review the Service work requirements set forth in Paragraph 3.0 (Specific Work Requirements), below and elsewhere in this SOW, as well as Contractor's methods in meeting those Service work requirements, including but not limited to Contractor's assessment process. As necessary, the County reserves the right to modify the Services or any other component of the Contract in consultation with Contractor. All modifications to the Contract shall be made in accordance with sub-paragraph 8.1 (Change Orders and Amendments), Appendix C (Sample Contract) of the RFP, prior to any change(s) in Services becoming effective.

3.0 SPECIFIC WORK REQUIREMENTS

Contractor shall fully perform, complete, and deliver all Services, which shall include, but shall not be limited to, the following:

3.1 Participant Identification Process

3.1.1 Contractor will be notified via email by the Department's EBI Unit with the names, booking numbers, and housing locations, of potential Participants of Contractor's Services.

3.1.2 Contractor shall provide acknowledgement of receipt by sending a separate email confirmation for each Participant to County's central email address listed in Exhibit E (County's Administration) of the Contract. Receipt of email confirmation by Contractor shall include, but shall not be limited to, the following information:

1. Date and time of receipt of email notification from County;
2. Name and booking number of Participant;
3. Location of Participant;
4. Date and time of scheduled face-to-face interview; and
5. Name of Contractor's staff assigned to handle case.

3.2 Orientation

Contractor shall conduct an orientation for each new Participant at the time of his inclusion into the Program. Orientation shall describe the purpose of the Program, introduce the instructors/facilitators, and describe the teaching methods, expectations, and Program goals. Participants must sign an agreement acknowledging their understanding of the Program parameters and requirements for participation. The agreement form to be used by Contractor shall be approved by the County Project Manager, or designee, prior to being utilized. Contractor shall retain the original Participant agreements and present records for inspection upon County's request.

3.3 Individual Risk and Needs Assessment (Assessment)

3.3.1 Contractor shall begin an Assessment for each Participant by conducting a face-to-face interview within three (3) Business Days of receiving the email notification from the Department. The Northpointe Correctional Offender Management Profiling for Adult Sanctions (COMPAS) tool shall be used by Contractor to identify Participants' criminogenic risk and needs and to develop Treatment Plans. The Department purchased the COMPAS Assessment tool and Northpointe provides all necessary COMPAS training to Contractor. The Assessment shall identify Participant's strengths, needs, and risk factor, as well as life conditions of the Participant at the time their crime(s) were committed. The COMPAS tool is flexible to utilize for ongoing reassessment and as a Program tool to appropriately adjust the Treatment Plan as the Participant progresses through individual treatment goals.

3.3.2 Contractor may be required at any point during the Term of the Contract to utilize a different assessment tool or instrument adopted by the Department's EBI/ISB and as directed by the County Project Manager or designee.

3.3.3 Contractor shall complete the Assessment of each Participant within seven (7) Business Days from the initial face-to-face interview using COMPAS or other assessment tool(s) approved by the Department. (Refer to subparagraph 3.3.2). Contractor shall notify and respond to the Department via e-mail, in addition to updating Contractor's database, of the outcome of the completed Assessment by

the end of the next Business Day following the completion of the Assessment.

3.4 Treatment Plan (Pre-release/Post-release)

3.4.1 Contractor shall provide a Treatment Plan that takes into account the pre-release and post-release needs of the Participant. It consists of pre-release treatment and rehabilitation programming, as well as post-release transition programming.

3.4.2 Contractor shall provide an individual Treatment Plan that outlines the progression of therapy, while individual Transition Plan establishes criteria for transition and discharge based on Participant's plans and goals as discussed at the case management meetings.

3.4.3 Contractor shall ensure each post-release transition program shall be unique to the Participant's needs. The minimum ten (10) hours per week of post-release programming shall be provided by the Contractor in an effort to best meet the needs of the Participant.

3.4.4 Contractor shall provide a Program schedule that shall at times be subject to change at the discretion of the County Project Manager or designee, and based upon the needs of the County and jail facility.

3.4.5 Contractor shall provide Participants with sufficient and appropriate independent study materials for individual Treatment Plans and Transition Plans for self-study when Contractor is not on-site at the jail facility. Self-study materials include, but may not be limited to, the MRT workbook assignments described in sub-paragraph 2.10.2.

3.5. Individualized Case Management (Pre-release/Post-release)

3.5.1 Contractor shall provide individualized case management for each Participant. Participant will meet with a Case Manager to determine a plan of action for the Participant's best outcome. Contractor shall provide individualized case management to each Participant throughout incarceration as well as post-release.

3.5.2 Contractor shall meet with each Participant for a minimum of once a week, to assess if the goals set in the Treatment Plan are being met. If the goals are not being met, then the

Treatment Plan shall be revised and reviewed and approved by the County Project Manager, or designee.

3.5.3 Contractor shall create an individualized Participant Case Management Plan (Case Management Plan), which consists of pre-release treatment and rehabilitation plan as well as a post-release transition plan. This Case Management Plan is based on the results of an Individual Risk and Needs Assessment (Assessment) using the COMPAS Risk and Needs Assessment tool or other assessment tool(s) approved by the Department. (Refer to sub-section 3.3.2). Using Participant's criminal history, substance abuse history, anger management issues, and parental status.

3.6 Cognitive-Behavioral Therapy (Pre-release/Post-release)

Contractor shall utilize Cognitive Behavioral Techniques and provide Cognitive Behavioral Therapy services to Participants as described in:

- Sub-paragraph 2.10.1 - Motivational Interviewing Techniques
- Sub-paragraph 2.10.2 - Moral Reconciliation Therapy
- Sub-paragraph 2.10.3 - Seeking Safety
- Sub-paragraph 2.10.4 - Thinking For a Change

3.7 Assist Participants in Seeking Employment (Pre-release/Post-release)

Contractor shall provide instruction in employability skills such as: seeking employment, resume writing, completing and submitting an employment application both electronically and hard copy, succeeding in a job interview, and maintaining employment. Employment is a key component to the success of a Participant.

3.8 Housing Support (Pre-release/Post-release)

Contractor shall ensure that housing plans are in place for each Participant prior to the Participant's release and shall provide sober-living options for Participants who do not have access to housing. Contractor shall provide support, in the form of vouchers and rent, for a limited time while working on more permanent housing options.

3.9 Life Skills (Pre-release/Post-release)

Contractor shall provide training in life skills such as (1) effective communication; (2) decision making; and (3) problem solving skills.

3.10 Anger Management (Pre-release/Post-release)

Contractor shall facilitate skill-based group sessions and incorporate anger management skills into the overall Program. Participants shall acquire the tools necessary to help them manage their anger appropriately.

3.11 Case Management (Pre-Release and Post-Release) Plan

Contractor shall develop a pre-release and post-release Case Management Plan for all Participants. The pre-release and post-release Case Management Plan shall include, but shall not be limited to, developing short and long-term goals for Participant within a planned framework of action designed to achieve the established goals of reducing recidivism and re-integrating the Participant back into the community with the life skills, programs, and resources necessary to lead productive lives in society. No pre-release or post-release case management plan will be provided to Participants who are referred outside of Contractor's CBO network alliance providers. The pre-release and post-release Case Management Plan services shall be provided as follows:

3.11.1 Contractor shall complete a Case Management (pre-release and post-release) Plan for each Participant within five (5) Business Days of completing the assessment, based on the needs of the Participant and in accordance with subparagraph 3.3 (Individual Risk and Needs Assessment) above. Contractor shall notify the Department of the completion of the Case Management Plan, via e-mail, in addition to updating Contractor's service-tracking database by the end of the next Business Day following completion of the Case Management Plan.

The pre-release and/or post-release Case Management Plan shall include, but shall not be limited to the following:

1. Specific pre-release and/or post-releases case management to be provided by Contractor;
2. Dates and times of scheduled pre-release and/or post-release case management by Contractor;
3. Estimated completion date of pre-release and/or post-release case management by Contractor;
4. Location of pre-release and/or post-release case management services provided by Contractor;

3.11.2 Contractor shall, at a minimum, contact the Participant each month via telephone or in person upon commencement of the Participant's post-release case management plan.

- 3.11.3 Contractor shall, during monthly post-release case management contact, inquire and follow-up with the Participant about their current living, employment, or other status as they relate to the Participant's case management plan.
- 3.11.4 Contractor shall continue the post-release case management for each Participant for one (1) year from the Participant's release from County Jail and re-entry into the community, or upon the termination and/or expiration of the Contract, whichever occurs first.
- 3.11.5 Contractor shall document the results of each pre-release or post-release case management contact for all enrolled and placed Participants utilizing the Contractor's service-tracking database in accordance with sub-paragraph 3.14.5(3) below, and provide the results in a monthly report to the County Project Manager as outlined in Paragraph 4.0 (Reports, Performance Reporting, and Case Review) of this SOW.
- 3.11.6 Contractor shall use industry best practices to track the progress of each Participant during the course of post-release case management. Contractor shall collect the data and forward the data to the County approved "Second Chance Grant" Program Evaluator, meeting their standards for the system.

3.12 Transitional Services

- 3.12.1 Contractor shall; (1) identify and enroll the Participant into one of Contractor's established Community Based Organization (CBO) network alliance providers for transitional services, at no cost to the Department, for the provision of the Participant's transitional services, and begin pre-release case management (refer to sub-paragraph 3.11), or (2) if not enrolled in one of the Contractor's CBO network alliance providers, Contractor shall confer with Department EBI staff to identify any available support system and community resources outside Contractor's established CBO network alliance providers that the Participant may be referred to for transitional services upon release from County Jail. Such referrals may consist of, but shall not be limited to, providing program information to the Participant or a courtesy telephone call on behalf of the Participant without the need for further follow-up. Due to the transitory nature of the referral process, no pre-release or post-release case

management plan will be provided to Participants who are referred outside of Contractor's CBO network alliance providers.

3.12.2 The transitional services in which Participants shall be enrolled and/or placed include, but are not limited to:

1. Transitional housing; and/or
2. Ancillary services including, but not limited to:
 - a. Employment services (job readiness workshops/job placement);
 - b. Life skills (training);
 - c. Substance abuse disorder and rehabilitation services;
 - d. General Relief services;
 - e. Medical care;
 - f. Family re-unification; and
 - g. Education.

3.12.3 Transitional housing shall include a 24-hour staffing pattern, seven days a week, three meals a day and community ancillary referral services. The use of transitional housing that does not meet the standards described in this subparagraph 3.12.3 may not be used for Participant placement without prior written approval of County Project Director or County Project Manager.

3.12.4 Referrals

Participants not enrolled or placed in Contractor's CBO network alliance providers for transitional services may be referred to any of the transitional services listed in subparagraph 3.12.2 above in accordance with subparagraph 3.12.1 above.

3.12.5 Confidentiality

Any placement of an enrolled Participant into Services or any referral made by the Contractor, Department, or other community source must adhere to applicable laws, regulations, and policies governing the Participant's confidentiality procedures established by those agencies to whom the placement or referral has been made.

3.13 Option to Terminate Participation

3.13.1 All participation by Participant is strictly voluntary and reserve the right to terminate their voluntary participation in enrolled Services at any time. Participant shall make this request to Department or Contractor's staff.

3.13.2 Contractor may request dismissal of Participant(s) from Services resulting from Participant's failure to comply with Contractor's programming requirement or failure to participate (i.e., no-shows or escapes). Contractor shall provide to County Project Director a written request for termination of Services, including post-release case management services, which must include a detailed explanation of the reasons justifying termination. The Department will evaluate the request and determine if Services, including post-release case management services, should be terminated within five (5) Business Days of such request by Contractor.

3.14 Service-Tracking Database

3.14.1 Contractor shall utilize and maintain a service-tracking database meeting the requirements set forth throughout this sub-paragraph for the purpose of tracking Services and generating reports.

3.14.2 Contractor's database shall be capable of generating performance measure reports of Assessments, case management, and placement and/or referrals into transitional services as described in this sub-paragraph 3.14 and Paragraph 4.0 (Reports, Performance Reporting, and Case Review) of this SOW, or upon request by County.

3.14.3 Contractor shall utilize and update the database throughout the term of the Contract.

3.14.4 Upon completion of a provided Service and/or program, Contractor shall update and enter status of Service and/or program by the end of the next Business Day, with the database automatically updated within four (4) hours of each entry.

3.14.5 Contractor's service-tracking database shall track and document the following information:

1. Participant identification information, which shall include but not be limited to the following:

- Date and time of email notification from County;
 - Name and booking number of Participant; and
 - Location of Participant; and
 - Date and time of scheduled face-to-face interview; and
 - Date and time of program attendance/participation; and
 - Full name of Contractor's staff assigned to handle case.
2. Assessment information, which shall include, but not be limited to the following:
- Date and time of face-to-face interview; and
 - Location of face-to-face interview; and
 - Length of face-to-face interview; and
 - Name and booking number of Participant; and
 - Information of Participant (age, race, and gender); and
 - Location of residence prior to incarceration; and
 - Outcome of Assessment (enrolled in Services and/or referral); programs needed and
 - Termination or cancellation of Assessment; and
 - Full name of Contractor's staff providing Assessment.
3. Case Management (pre-release and post-release) Plan information, which shall include but not be limited to the following:
- Specific services to be provided and/or enrolled in; and
 - Commencement date and end date of Services; and
 - Date and times of scheduled Services; and
 - Estimated completion date of Services; and
 - Location(s) of Services; and
 - Name and booking number of Participant; and
 - Information of Participant (age, race, and gender); and
 - Outcome of Case Management Plan (enrolled into housing, employment services, etc.); and
 - Reason for termination or cancellation of Services (i.e. drop out, returned to jail, etc.); and
 - Full name of Contractor's staff providing case management.
4. Placement into transitional services information, which shall include but not be limited to the following:

- Specific services to be provided; and
 - Type of service(s) i.e., housing and/or ancillary services (refer to sub-paragraph 3.12 of this SOW); and
 - Name and booking number of Participant; and
 - Information of Participant (age, race, and gender); and
 - Outcome of transitional services (enrolled in housing, employment services, etc.); and
 - Reason for termination or cancellation of services (i.e. drop out, returned to jail, etc.); and
 - Full name of Contractor's staff providing services.
 - Employment record.
 - Employment retention rate.
5. Referral information shall include, but shall not be limited to the following:
- Name and booking number of Participant; and
 - Information of Participant referred (age, race, and gender); and
 - Date and time of initial face-to-face interview; and
 - Type of referral Service(s) (refer to sub-paragraph 3.12.1 of this SOW); and
 - Method of referral (refer to sub-paragraph 3.12.1 of this SOW); and
 - Full name of Contractor's staff providing referral services.

3.14.6 In addition to Contractor's electronic maintenance of service-tracking database, Contractor shall maintain paper (hard-copy) files of Service information that is generated by Contractor's service-tracking database. Copies of paper (hard-copy) files shall be made available to County Project Manager upon request.

4.0 REPORTS, PERFORMANCE REPORTING, AND CASE REVIEW

4.1 Reports

4.1.1 Contractor shall develop a method to accurately track and report individual Participant involvement in the Program elements. The report shall be provided monthly to County Project Manager, or designee. Contractor shall maintain reports and records required in this SOW for the duration of the Contract.

4.1.2 Contractor shall provide County Project Manager, or designee, a monthly report listing the total number of Participant exits/withdrawals, changes to plan, and individual reason(s) for exit. Reports shall include but shall not be limited to: Participants name, age, booking number, Program entrance date, Program exit date, reason(s) for exit, and notes/ findings/ recommendation(s) associated with each exit (as part of the notes/ findings/ recommendations section) include a narrative of any barriers the Participant may have felt prevented his success or if there was any specific element of the Participant's plan that attributed to his perceived success in the Program.

4.1.3 Contractor shall provide summary and chart data reports in total number of Program exits in a given month and the reason(s) for exits, while simultaneously providing percentage equivalency in the various identified exit categories. Trend data throughout the Term of the Contract shall also be included in this report.

4.2 Ad Hoc Query and Reports

Contractor's reporting system must have ad hoc query and report capability and may require format modification, on demand, at the request of the County Project Manager. Contractor shall collect the data and forward the data to the County approved "Second Chance Grant" Program Evaluator, meeting their standards for the system.

4.3 Contractor shall meet with Department within thirty (30) calendar days of the execution of the Contract to create an action plan on performance reporting for Contractor's Services in accordance with the Contract. During this meeting, Contractor will work in conjunction with County Project Manager in establishing the details and requirements of the action plan. Once the action plan is developed and approved by County Project Manager, Contractor shall incorporate the action plan into Contractor's service-tracking database (refer to sub-paragraph 3.14, above). Details of the action plan, shall include, but not be limited to:

1. How the Contractor plans on providing the required Services under the Contract as described throughout this SOW; and
2. Recommendations to Department for maintaining and strengthening its Services to Participants in Department's County Jails; and
3. An annual meeting to review action plan, Service status, accomplishments, and performance reporting.

4.4 The action plan shall also include details on performance reporting, including but not limited to the following:

1. Detailed monthly report on Participant Services during this reporting period, which shall include information in sub-paragraph 4.5, below.
2. A cumulative annual and semi-annual report detailing the outcomes achieved by Participants.
3. A monthly report on the outcomes achieved by Participants who were assessed, but not enrolled in Services, which shall include information in sub-paragraph 3.14.5 (5), above.
4. A quarterly narrative report describing what transpired during the reporting period, which shall include service strength and weaknesses and any key needs that were identified.

4.5 Performance Measures

In addition to the reporting requirements under sub-paragraph 4.4, Contractor shall provide the following monthly reports to the Department in accordance with sub-paragraphs 3.14.5 (1 through 5) above, which shall include, but not be limited to, the performance measures below:

1. A monthly assessment report for each enrolled Participant, which shall include but not be limited to the following performance measures:
 - a. Participant name and booking number; and
 - b. Race; and
 - c. Gender; and
 - d. Age; and
 - e. Type of crime and whether it was violent or non-violent; and
 - f. Location of residence prior to incarceration; and
 - g. Number of times incarcerated; and
 - h. Referral information; and
 - i. Contractor's release of information form(s); and
 - j. Completed assessment instrument; and
 - k. Case Management Plan; and
 - l. Progress notes; and
 - m. Full name of Contractor staff assigned to case.
2. A monthly outcomes report, which shall include but not be limited to the following performance measures:

- a. Number of Participants interviewed and assessed; and
- b. Number of Participants enrolled into case management, In-custody and Post released; and
- c. Number of Participants not accepted into case management and reasons for not accepting them; and
- d. Number of Participants terminated from case management services and the reason for terminating them; and
- e. The specific services/program enrollments and Re-entry linkages to specific service or programs provided to participants; and
- f. Assessment scores; and
- g. Participants who obtained placement into transitional housing and/or ancillary services and for how long;
- h. Participants who returned to jail when receiving case management services; and
- i. Number of Participants who received employment services; and
- j. Number of Participants currently employed; and
- k. Employment retention rate.

4.6 Case Reviews

- 4.6.1 During the Term of the Contract, County Project Director and/or County Project Manager shall request Contractor to pull case files for review by the Department.
- 4.6.2 Contractor Project Manager shall meet with the County Project Director and/or County Project Manager on a weekly basis, or as requested by Department, for case reviews.

5.0 **CONTRACTOR RESPONSIBILITIES**

5.1 General

- 5.1.1 Contractor, and all Contractor staff performing Services under the Contract, are required to read and complete Exhibit G (Forms Required at the Time of Contract Execution), of the Contract. Contractor shall be required to retain, and provide immediately upon County request, the completed Exhibits for Contractor and all Contractor employees and non-employees providing Services under the Contract.
- 5.1.2 Contractor shall be responsible for removing any Contractor staff from performing Services under the Contract, when requested to do so by County Project Director or County Project Manager.

- 5.1.3 Contractor shall provide to County Project Manager a list of all Contractor staff that, for any reason, will be entering Department County Jails on behalf of Contractor. The list shall include, but shall not be limited to, the following information on each individual: name, date of birth, Social Security Number, California Driver's License Number, home telephone, and/or cellular telephone number(s) where applicable. The list shall be updated to accurately capture Contractor staff additions and deletions and shall be provided to County Project Manager on the first (1st) day of each calendar month. This information shall be kept confidential and used exclusively for official Department business.
- 5.1.4 Contractor shall maintain a personnel file for each Contractor staff member performing Services under the Contract. The file shall include, but shall not be limited to, timekeeping and payroll records, copies of all required credentials, copy of California Driver's license, training records, and a biography of each staff member.
- 5.1.5 Contractor and Contractor staff shall comply with the political activities requirements as specified in Exhibit B6 (Political Activity), Appendix B (Statement of Work Exhibits) of the RFP.
- 5.1.6 Contractor and Contractor staff shall comply with the security of personal property requirements as specified in Exhibit B7 (Security of Personal Property), of this Statement of Work.
- 5.1.7 Contractor and Contractor staff shall comply with the requirements of this SOW and as further specified in Paragraph 7.0 (Administration of Contract-Contractor), of the Contract.

5.2 Staffing Requirements

5.2.1 Contractor shall adhere to staffing requirements identified in this sub-paragraph 5.2 (Staffing Requirements) throughout the Term of the Contract. Notwithstanding, all Contractor's staff providing Services under the Contract, shall be subject to approval by the County Project Manager. Any additional staff and types of positions provided by Contractor shall be at no additional cost to County. In addition to parameters set forth above, for all Contractor staff providing Services under the Contract; Contractor shall:

5.2.1.1 Ensure that the staffing levels required under the Contract and pursuant to this sub-paragraph 5.2

(Staffing Requirements) are in compliance throughout the Term of the Contract.

5.2.1.2 Staff one (1) Contractor Project Manager who will be able to receive telephonic communication from Department, as needed, on a 24-hours-per-day, 7 days-per-week basis. Such availability shall not only be for routine Monday through Friday needs, but to particularly address emergent circumstances and last minute lock downs. Contractor Project Manager shall meet the requirements in accordance with sub-paragraph 5.2.4 (Key Personnel), below, and Paragraph 7.0 (Administration of Contract-Contractor) of the Contract.

5.2.1.3 Provide to County Project Director any and all resumes, licenses, professional certificates, diplomas, memberships, and personal references of proposed Contractor staff and representatives assigned to provide Services under the Contract. Furthermore, Contractor shall annually provide to County Project Director all updated resumes, licenses, professional certificates, diplomas, memberships, and personal references for Contractor staff.

5.2.2 County Project Director reserves the right to review, without limitation, all resumes, licenses, certificates, diplomas, and personal references of any proposed Contractor staff. County Project Director shall have the opportunity to interview any of Contractor's staff and shall have final authority to approve or disapprove of any Contractor proposed staff person.

5.2.3 County Project Director shall have final authority over the selection of all Contractor staff. Changes to Contractor's staff may be effected only upon providing fifteen (15) calendar days prior written notice to County Project Director before staff is permitted to commence providing Services under the Contract.

5.2.4 Key Personnel

A. Contractor Project Manager – This staff position must be a full-time employee of the Contractor. Contractor Project Manager shall perform the duties and responsibilities as outlined under Paragraph 7.0 (Administration of Contract

– Contractor), of the Contract. In addition, this staff position shall oversee and supervise the operation of Services and provide direct supervision to subordinate staff and shall act as a central point of contact with the County Project Manager. Contractor Project Manager shall have a minimum of one (1) year of experience within the last three (3) years providing (a) assessment, (b) case management, and (c) placement and/or referrals into transitional services, that are the same or similar to Services indicated in sub-paragraphs 3.3 (Individual Risk and Needs Assessment), 3.11 (Case Management Plan), and 3.12 (Transitional Services) of this SOW, to at least one of the following populations: (i) Inmates housed in or just released from a federal, state, city, or county correctional system, (ii) Parolees, probationers, homeless individuals/families, or substance abuse disorder and rehabilitation individuals/families.

B. Case Managers – The case managers shall be full-time employees of the Contractor. The responsibilities of these positions include, but are not limited to, COMPAS or other assessment tool(s) approved by the Department (refer to sub-paragraph 3.3.2), interviewing, assessing, preparing, and coordinating pre-release and post-release case management plan, placement and/or referral into transitional services for the Participants. Staff positions shall travel to each of the Department County Jails, as specified by County, in order to fulfill their Service requirements in accordance with this SOW. Each case manager shall have a minimum of one (1) year experience in providing: (1) assessment service, (2) pre-release and post-release case management, and (3) post-release placement and/or referrals into transitional services, that are the same or similar to the Services indicated in sub-paragraphs 3.3 (Individual Risk and Needs Assessment), 3.11 (Case Management Plan), and 3.12 (Transitional Services) of this SOW. Contractor shall submit references for each case manager to verify this experience including experience leading groups and Certification and/or experience in providing cognitive behavioral therapies such as Thinking For a Change or Moral Reconciliation Therapy (MRT).

5.3 Uniforms/Identification Badges

5.3.1 Contractor employees assigned to County facilities shall wear an appropriate uniform at all times. Uniforms shall not be the

color blue, red, orange, or brown. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the County Project Director or designee, will be provided by and at Contractor's expense.

5.3.2 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.3 (Contractor's Staff Identification) of the Contract.

5.4 Materials and Equipment

The purchase of all materials and equipment to provide the 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 Contractor's staff, and approved by County. Any equipment purchased for this project is the property of the County.

5.4.1 Contractor shall invoice County for supplies and equipment only as specified in Exhibit B (Budget Schedule) of the Contract.

5.4.2 Contractor shall utilize, and distribute where appropriate, handouts, audio and visual aids (including information about community resources designed to assist Participants), and/or other materials necessary for the provision of the required Program Services. All handouts shall be either unbound, or bound by glue. Staples, paper clips, and metal binders are strictly prohibited in the County Jails.

5.4.3 All materials, intended for use in the Program by Participants, copyrighted or otherwise, shall be presented to the County Project Manager or designee for approval prior to distribution. If the Program materials contain copyrighted documents, by a party other than County, Contractor must receive a copyright release signed by the copyright holder, for any copyright material used.

5.5 Work Locations and Hours of Operations

Contractor shall develop and present a timeline and schedule, for the provision of Services by Contractor staff, for the County Project Manager's approval within ten (10) days prior to the start of Services.

5.5.1 Contractor's Work Office

Contractor shall have and maintain a work office with a telephone in the company's name where Contractor conducts business which is located in Los Angeles County. Contractor Project Manager shall ensure that at least one (1) Contractor staff position is available at Contractor's work office during the hours of 7:00 a.m. until 4:00 p.m., Monday through Friday, excluding County recognized holidays, to respond to inquiries and complaints, which may be received from County Project Manager or designee regarding the Contractor's performance of Services under the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within 24 hours of receipt of the call.

5.5.2 Work Schedule

5.5.2.1 Contractor's pre-release programming shall be conducted five (5) days per week for a minimum of four (4) hours a day with each pre-release Participant, individually or in a group setting, and shall be provided in conjunction with current DMH programs in the mental health housing areas in TTCF and North. A minimum of ten (10) hours of post-release transition programming shall occur monthly with each post-release Participant.

5.5.2.2 Contractor's jail-based Program hours shall take place Monday through Friday between the hours of 7:00 am and 7:00 pm, except County-recognized holidays. At the beginning of each calendar year, County Project Manager, or designee, will provide Contractor with a list of County-recognized holidays.

5.5.2.3 Contractor shall submit an initial schedule to the County Project Manager within ten (10) calendar days after the commencement of the Term of the Contract. This initial schedule must minimally show proposed days and times, and the names of the instructors/facilitators, and topics of instruction, and manner of execution, i.e., Individual or group sessions.

5.5.3 Schedule Revisions

5.5.3.1 Contractor shall submit any requests for approval to change initial or any subsequent schedules to

County Project Manager, or designee, within five (5) Business Days prior to proposed schedule change.

5.5.3.2 County Project Manager, or designee, reserves the right to modify the schedule of instruction, facilitation, courses, sessions, or any other component of the Program in consultation with Contractor.

5.5.3.3 Contractor acknowledges that the Program is administered in a custody setting, and that the goal of the Department is to maintain a safe and secure environment for the Participants and their families, Department staff, and visiting professionals. The Department, in the interest of safety or other law enforcement measures, reserves the right to cancel any pre-approved or scheduled instruction, or other event or component of the Program, or the right to deny entry of Contractor's staff into any detention facility for such purpose.

5.5.3.4 All cancelled sessions shall be rescheduled and offered to the Participants within ten (10) Business Days of the cancelled session, unless otherwise approved by County Project Director, or designee.

5.6 Training

Contractor shall train or facilitate the training of their staff in ethical conduct, with focus on the importance of lawful and appropriate conduct within a Department County Jail setting and, shall ensure Contractor's employees are trained in the use of the COMPAS Assessment tool.

5.6.1 All Contractor staff performing Services in a Department County Jail shall receive no less than two (2) hours of Ethical Conduct Training prior to performing work in a County Jail. The Ethical Conduct Training shall be intended to raise Contractor staff awareness of common temptations associated with working an assignment of special trust, such as that of Contractor's assignment working inside Department County Jails, and consequences of inappropriate or criminal behavior.

A. Contractor shall submit an Ethical Conduct Training course outline and training summary to County Project Manager for review and approval, prior to any scheduled training date(s). This training topic will be re-enforced in the

Department's mandatory four (4) hour Jail Orientation (Refer to sub-paragraph 5.6.2. below).

- B. Contractor may seek to partner with an outside organization to meet the two-hour Ethical Conduct Training requirement, however, the training provider must be pre-approved, in writing, by County Project Manager.
- C. Contractor shall bear all costs associated with providing the required Ethical Conduct Training described herein.

5.6.2 All Contractor employees shall attend the Department's mandatory four (4) hour Jail Orientation prior to performing Services in any Department County Jail.

- A. This orientation will be provided by the Department at no direct cost to Contractor and their staff.
- B. Contractor shall bear all indirect costs associated with employee attendance in mandatory Jail Orientation training such as salary, travel, or similar expense.

5.6.3 Contractor shall maintain Ethical Conduct Training and Jail Orientation class rosters, as well as Contractor staff training completion certificates. Copies of such records and certificates shall be provided to County Project Director within one (1) calendar week of occurrence.

5.6.4 Contractor shall ensure employees are trained on the COMPAS Assessment tool, or other assessment tool(s) approved by the Department (refer to sub-paragraph 3.3.2) at no direct cost to the Contractor, as well as keep class rosters that will be available at the request of the Department.

6.0 SAFETY AND SECURITY REQUIREMENTS

- 6.1 County shall maintain final authority on all in-custody security issues.
- 6.2 Contractor shall conduct Services in a safe manner and shall comply with requirements of state and local rules and regulations and CAL-OSHA safety standards.
- 6.3 If at any time Contractor fails or refuses to comply with sub-paragraph 6.2 above, the Department may issue an order stopping all or part of the Services until satisfactory corrective action has been taken. No part of the time lost due to any such stop order may be subject to

claim for excess cost, damages, or extension of time under the Contract.

- 6.4 Contractor shall report to Department all incidents of occupational injury or accidents affecting Contractor staff which occurred on County property. All incidents shall be reported to County Project Manager on Exhibit B4 (Non-Employee Injury Report), Exhibit A (Statement of Work) of the Contract, within twenty-four (24) hours of occurrence or discovery of the occupational injury or accident. Contractor shall maintain an on-going listing of all employees injured while on County premises. This document shall be titled Contractor's Employee Injury Record and shall be provided to County Project Manager annually and anytime upon request.
- 6.5 Contractor shall report to County Project Director and County Project Manager any incident involving Contractor's staff which could negatively impact their ability to interact with Department personnel, affect security clearance status, or jeopardize the safety and/or security of Department and its members within twenty-four (24) hours of such incident. If circumstances objectively necessitate immediate action, Contractor shall immediately inform the Watch Commander of the concerned Department County Jail and County Project Manager and County Project Director concurrently.
- 6.6 If a Contractor employee is refused entry or removed from a County Jail, Contractor shall make immediate telephonic notification to County Project Manager and/or County Project Director, describing the circumstances, as known at the time, leading to the denial or removal. Contractor shall make person-to-person contact and have at his/her disposal County Project Manager's business hours and after-hours emergency contact phone numbers for these and similar reporting requirements.
- 6.7 Contractor shall keep and maintain an ongoing Employee Exclusion Report involving all instances of staff exclusion from a Department County Jail which involve actions including, but not limited to, inappropriate conduct, violation of any Department policy, criminal behavior, and security breaches/neglect, that result in exclusion.
 - 6.7.1 Contractor shall actively monitor instances of exclusion, guarding against repeat occurrences and adverse trends. Two (2) separate instances of exclusion for any of the above specified causes over the course of a Contract year shall be cause for Contractor to develop and implement a corrective action plan which should include, but is not limited to, additional training, Contractor staff's performance review, analysis and/or modification of Contractor hiring practices,

retention, and/or salary, supervision and/or management staffing models, and internal security procedures, to mitigate additional instances of inappropriate or criminal conduct occurring in the Department County Jails by Contractor staff.

- 6.7.2 Contractor shall develop/implement a corrective action plan, and provide a copy to County Project Manager of such corrective action plan, within thirty (30) calendar days from the date of second instance of exclusion.
- 6.7.3 Contractor shall provide an up-to-date Employee Exclusion Report immediately following each occurrence and anytime upon request by County Project Manager. Regardless of cause and during the Term of the Contract, the Employee Exclusion Report shall contain all names of excluded Contractor staff, dates of exclusion, and reasons for exclusion.
- 6.8 Prior to entrance into a Department County Jail, Contractor's staff shall comply with current Custody Division and Department County Jail entry requirements, which may include the exchange of a government-issued identification card and/or Contractor's photo identification badge for a Department County Jail pass. Passes shall be displayed at all times. Any lost or stolen passes must be immediately reported by Contractor's staff to Contractor Project Manager and the concerned on-duty Watch Commander. Contractor Project Manager shall provide telephonic or in-person notifications to County Project Manager of any lost or stolen pass as soon as feasible. Telephone notification shall be followed within twenty-four (24) hours via confirming email to County Project Manager and County Project Director specifying the staff involved and articulating the factual circumstances associated with the loss or theft. Contractor's staff shall be responsible for returning any Department-issued County Jail pass to appropriate Department County Jail personnel, prior to leaving the concerned Department County Jail.
- 6.9 Contractor's staff, vehicles, workplace, materials, and equipment shall be subject to search and inspection by Department personnel without notice and at any time while on County property.
- 6.10 During lockdown situations, County Project Manager or on-duty Watch Commander may elect to modify or postpone Services. Prior notifications of lockdown(s) will be given to Contractor whenever feasible.
- 6.11 Personal cameras, cellular telephones, or other electronic devices are prohibited and shall not be taken into Department County Jails.

- 6.12 Contractor shall be required to provide written notification to the County Project Manager, not less than forty-eight (48) hours in advance, of its intent to bring visitor(s) to a Department County Jail. All visitors will need to pass a security clearance check, at the discretion of the County.
- 6.13 The security background investigation for security clearance into a Department County Jail is conducted in two phases:
- 6.13.1 Phase One consists of a review of the Contractor staff and/or Contractor's representative applications for access to any Department County Jail as further defined in Exhibit B5 (Los Angeles County Sheriff's Department Application for Access to County Jails), Exhibit A (Statement of Work Exhibits).
- 6.13.2 Phase Two, at County's discretion, consists of Contractor staff and/or Contractor representatives being required to undergo a fingerprint check or additional background investigation. Any costs associated with fingerprint and/or additional background investigations shall be the responsibility of Contractor. Refer to sub-paragraph 7.4 (Background and Security Investigations), of the Contract.
- 6.13.3 All Contractor's staff and representatives requesting access to any Department County Jail must successfully pass Phases One and Two of the background security investigation prior to performing Services under the Contract.
- 6.13.4 Contractor will be notified of the outcome of security background investigations for all its staff and representatives. Specific details are confidential to the investigation, and these details will not be provided to Contractor or its staff or representatives.
- 6.13.5 County will maintain information on Contractor's staff and representatives for safety and security purposes. Any additional or updated information received by County during the term of the Contract regarding the background of Contractor and/or Contractor's staff or representatives will be reviewed by County Project Director or designee and handled accordingly at the discretion of the Department.
- 6.13.6 Contractor and Contractor's staff and representatives shall be required to maintain and possess a valid California Driver's License if they are involved in transporting Participants to and/or from transitional services provided by

Contractor. Department will not be liable for any cost associated with transportation of Participants.

6.13.7 Contractor shall, within 24 hours, notify County Project Manager regarding any staff or representative re-assignment, discharge, or termination of employment, in order for Department to remove such employee or representative from the facility clearance access roster. Contractor notification shall be submitted verbally within 24 hours, followed by written notification within two (2) Business Days to County Project Manager.

6.13.8 Contractor shall be responsible to notify Department immediately if Contractor's staff, after security clearance, has a relative incarcerated in a Department County Jail. Contractor's staff are not permitted to work in a County Jail where a relative is housed.

6.13.9 Violation of any of the above under this Paragraph shall result in loss of Contractor's staff and representatives security clearance.

7.0 QUALITY CONTROL PLAN

7.1 Contractor shall establish and maintain a comprehensive Quality Control Plan to assure the Department a consistently high level of service throughout the Term of the Contract that meets or exceeds all requirements, including policies and procedures for all Contractor staff and representatives. The Quality Control Plan shall be submitted to County Project Manager or designee for review ten (10) Business Days after the effective date of the Contract. In the event that requirements and/or policies and procedures change during the Term of the Contract, Contractor shall update the Quality Control Plan, and submit such updated plan to County Project Manager within ten (10) Business Days of notification.

7.2 The Quality Control Plan shall include, but is not limited to the following:

1. Method of monitoring to ensure that Contract requirements are being met;
2. A record of all inspections conducted by 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 County Project Manager upon request;

3. Specific activities to be monitored either on scheduled or unscheduled basis;
4. Frequency of monitoring;
5. Job title and level of Contractor personnel performing monitoring functions; and
6. Methods for ensuring that services will continue in the event of a strike of Contractor's employees.

8.0 QUALITY ASSURANCE PLAN

Department will evaluate the Contractor's performance under the Contract using the quality assurance procedures as defined in sub-paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

8.1 Monthly Meetings

- 8.1.1 The Contractor Project Director or designee shall be required to attend monthly performance evaluation meetings with the County Project Director or designee. County Project Manager will notify Contractor thirty (30) calendar days prior to scheduled date of a monthly meeting. During these meetings, results of the assessments, and a summary of findings for the preceding month, shall be presented, along with the written reports in accordance with sub-paragraph 4.0 (Reports, Performance Reporting, and Case Review) of this SOW.
- 8.1.2 Monthly performance evaluation meetings shall be held on the fifteenth (15th) of each month, or more frequently if deemed necessary by County Project Manager or designee. These meetings shall serve as a venue for Contractor to discuss the following issues: Program status, Participants' progress, new or on-going problems, areas of interest or concern, and enhancement of methods used to accomplish Program goals. Further, the Program Evaluator (evaluates the process and outcome of the overall program) will be included in these performance evaluation meetings when available.
- 8.1.3 The Contractor Project Director shall also be required to attend meetings with staff from the Program Evaluator, and County Project Manager or designee. The purpose of these meeting(s) will be to discuss research questions, and to

assist the Program Evaluator in obtaining the necessary data to conduct the required Program outcome study, and to evaluate whether the proposed steps in the process of the Program were completed successfully.

8.2 All Services to be provided under the Contract will be administered and monitored by the Department's Correctional Services Division, Inmate Services Bureau.

8.3 Contractor shall have an ongoing system of quality assurance and improvement, and shall keep quality control records and records of all inspections conducted by Contractor.

8.4 Contract Discrepancy Report

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

8.4.2 County Project Manager will determine whether a formal Contract Discrepancy Report, attached as Exhibit B1 (Contract Discrepancy Report), Exhibit A (Statement of Work Exhibits), will be issued. Upon receipt of such report, Contractor shall respond in writing to County Project Manager within five (5) Business Days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor must submit its plan to correct the deficiencies) identified in the Contract Discrepancy Report to County Project Manager within ten (10) Business Days.

8.5 County Observations and Inspections

8.5.1 Contractor shall make its personnel files, facilities, materials, and techniques related to the Contract available for inspection by County Project Manager at reasonable times without prior notice by Department staff to review its operations.

8.5.2 In addition to Department staff, other County and/or State personnel that have made arrangements with County Project Director may observe Contractor's performance and activities, and review documents, including disciplinary actions, relevant to the Contract at any time during normal business hours. Such personnel may not unreasonably interfere with Contractor's performance of the Contract.

9.0 GREEN INITIATIVES

- 9.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 9.2 Contractor shall notify County Project Manager of Contractor’s new green initiatives prior to the Contract commencement.

10.0 PERFORMANCE REQUIREMENT SUMMARY

A Performance Requirements Summary (PRS) chart, Exhibit B3 of Exhibit A (Statement of Work Exhibit), listing certain required services that will, among others, be monitored by the Department during the Term of the Contract is an important monitoring tool for the Department. The PRS chart includes:

- Reference to certain paragraphs or sub-paragraphs of the Contract
- List of specific Services requirements
- Method of monitoring
- Deductions/fees to be assessed for each Service requirement that is not satisfactorily met.

All listings of Services used in the PRS chart are intended to be completely consistent with the Contract and this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and this SOW. In any case of apparent inconsistency between Services as stated in the Contract and this SOW and the PRS chart, the meaning apparent in the Contract and this SOW will prevail.

APPENDIX B

STATEMENT OF WORK EXHIBITS

TABLE OF CONTENTS

Exhibits

- B1 CONTRACT DISCREPANCY REPORT
- B2 INVOICE DISCREPANCY REPORT
- B3 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
- B4 NON-EMPLOYEE INJURY REPORT
- B5 LOS ANGELES COUNTY SHERIFF'S DEPARTMENT APPLICATION
FOR ACCESS TO CUSTODY FACILITIES
- B6 POLITICAL ACTIVITY
- B7 SECURITY OF PERSONAL PROPERTY

INVOICE DISCREPANCY REPORT

1. **INVOICE DISCREPANCY** to be completed by County Project Director

Today's Date: _____

Contractor: _____

Phone Number: _____

Date of Subject Invoice: _____

Description of Issues with Subject Invoice:

Signed: _____ Date: _____
County Project Manager

2. **REVIEWED:**

Signed: _____ Date: _____
County Project Director

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

Date received from County Project Director: _____

Explanation regarding Issues with Subject Invoice: _____

Corrective Action Taken: _____

Signed: _____ Date: _____
Contractor Project Director

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

5. **Approved by COUNTY:**

Date: _____

Date: _____

6. **Contractor Notified on** _____ (Date)

INSTRUCTIONS

County Project Manager: Forward IDR to the Contractor for investigation and response.

Contractor: Must respond to County Project Director in writing within ten (10) days of receipt of IDR.

Copy LASD [Master Contract File]

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW, Individual Risk and Needs Assessment, sub-paragraph 3.3.1	Contractor shall begin an Assessment for each Participant by conducting a face-to-face interview within three (3) Business Days of receiving the email notification from the Department.	Monthly reports, Inspections and regular meetings with the Contractor	\$25 per occurrence
SOW, Case Management (pre-release and post-release), sub-paragraph, 3.11.1	Contractor shall complete a Case Management (pre-release and post-release) Plan for each Participant within five (5) Business Days of completing the assessment, based on the needs of the Participant and in accordance with sub-paragraph 3.3 (Individual Risk and Needs Assessment). Contractor shall notify the Department of the completion of the Case Management Plan, via e-mail, in addition to updating Contractor's service-tracking database by the end of the next Business Day following completion of the Case Management Plan.	Monthly, Inspections and regular meetings with the Contractor	\$25 per occurrence
SOW, Case Management (pre-release and post-release), sub-paragraph 3.11.2.	Contractor shall, at a minimum, contact the Participant each month via telephone or in person upon commencement of the Participant's post-release case management plan.	Monthly and quarterly reports, Inspections and regular meetings with the Contractor	\$25 per occurrence
SOW, Reports, sub-paragraph 4.1.1	Contractor shall develop a method to accurately track and report individual Participant involvement in the Program elements. The report shall be provided monthly to County Project Manager, or designee.	Receipt of reports by County Project Manager.	\$25 per occurrence
SOW, Staffing Requirements, sub-paragraph 5.2.1.2	Contractor Project Manager will be able to receive telephonic communication from Department, as needed, on a 24-hours-per-day, 7 days-per-week basis. Such availability shall not only be for routine Monday through Friday needs, but to particularly address emergent circumstances and last minute lock downs.	Inspections and regular meetings with the Contractor	\$25 per each occurrence of inability to make contact or contractor failure to respond.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW, Safety and Security Requirements, sub-paragraph 6.13.7	Contractor shall, within 24 hours, notify County Project Manager regarding any staff or representative re-assignment, discharge, or termination of employment, in order for Department to remove such employee or representative from the facility clearance access roster. Contractor notification shall be submitted verbally within 24 hours, followed by written notification within two (2) Business Days to County Project Manager	Monthly and quarterly reports, Inspections and regular meetings with the Contractor	\$25 per occurrence
SOW, sub-paragraph 7.1, Quality Control Plan	Contractor shall establish and maintain a comprehensive Quality Control Plan to assure the Department a consistently high level of service throughout the Term of the Contract that meets or exceeds all requirements, including policies and procedures for all Contractor staff and representatives. The Quality Control Plan shall be submitted to County Project Manager or designee for review ten (10) Business Days after the effective date of the Contract. In the event that requirements and/or policies and procedures change during the Term of the Contract, Contractor shall update the Quality Control Plan, and submit such updated plan to County Project Manager within ten (10) Business Days of notification.	Inspections and regular meetings	\$25 per day beyond the specified due date of failure to provide a completed Quality Control plan.

**COUNTY OF LOS ANGELES
NON-EMPLOYEE INJURY REPORT**

Dept Name: _____ Dept. #: _____
DIV. or Facility: _____
SECTION: _____
IRMIS Code #: _____

Prepared for County Counsel in defense of the County, Special Districts and employees.

INSTRUCTIONS:

1. All incidents involving injury to non-employees, however minor, while on County property (owned or leased) must be reported by the Guard, Sheriff's Office or Department in proximity to incident, as follows:

Two copies to: CARL WARREN & CO., P.O. Box 11 6, Glendale, CA 91209-0116

FATALITIES OR SERIOUS INJURIES MUST BE REPORTED IMMEDIATELY BY PHONE TO CARL WARREN & CO. (818) 247-2206

INJURED NON-EMPLOYEE:

1. Name _____
(Last Name) (First Name) (Middle Name)
2. Address _____
2B. Telephone: () _____ 3. Age _____ 4. Sex: ___Male ___Female If minor, give name of parent or guardian _____

TIME AND PLACE:

5. Place of occurrence _____
(Name of County Facility, Bldg., Street, Number) (City or Town)
6. Location in building _____
(In detail: Bldg., Floor, Room No.)
7. Date of occurrence _____ Hour _____ AM/PM. 8. Weather _____ Clear _____ Rain
POLICE REPORT Yes No POLICE AGENCY REPORTING _____ STATION _____ DEPT. #: _____

DESCRIPTION OF INCIDENT:

9. What was non-employee doing? _____
10. What happened? (Describe fully, stating whether injured person fell, was struck, etc.) Give all factors contributing to injury: _____
(If necessary, continue on separate sheet)
11. Condition of floor, sidewalk, steps or other physical property or equipment involved: _____
12. Was there any defect or foreign substance or object involved? If so, describe: _____
13. If slip and fall: Person's shoes _____ heels _____ caps _____
(Type) (Type) (Type)

NATURE OF INJURY AND PART OF BODY AFFECTED:

14. Be specific! State which part of body injured; whether right or left, etc. If exact nature of injury is undetermined, give opinion:

SH-A-668



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
VOLUNTEER AND SERVICE PROVIDERS BACKGROUND APPLICATION



Please read all instructions thoroughly prior to filling out application

Do not leave any sections blank in the subject area

If the section does not apply, place an "N/A" in the appropriate box.

Incomplete applications will not be processed.

A color copy of your Drivers License or California Identification must be submitted with this application.

All applications will be denied for the following reasons:

- Untruthful or incomplete statements on applications
- Illegal use of drugs within the past five years
- Currently on Parole/Probation
- Incarcerated in jail within the last (5) years
- Outstanding Warrants
- Conviction for any Sex Crime (other than Misdemeanor Prostitution)
- Applicant with no valid Identification card
- Incarcerated in any prison (4571 PC)
- Convicted for Weapons Laws Violations, Felonious Assaults or Spousal Abuse, Drug Sales

Applicants Name: _____ CDL# _____

Program Name: _____

LASD Unit Requesting Clearance: _____

LASD Unit Sponsor: _____ Date: _____

Facility Access: MCJ CRDF TTCF SOUTH NCCF NORTH IRC ALL

Escort: _____ Non-Escort: _____

***** OFFICE USE ONLY *****

BACKGROUND INVESTIGATOR: _____

DATE COMPLETED: _____

APPROVED/DENIED BY: _____

NEW APPLICANT _____

RE-CHECK _____

Revised 12/2015



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
VOLUNTEER AND SERVICE PROVIDERS BACKGROUND APPLICATION



APPLICANT INFORMATION: (NO P.O BOX ADDRESSES)

NAME:

CURRENT ADDRESS:

CITY:

STATE:

ZIP:

DATE OF BIRTH:

SOCIAL SEC.#:

CITIZENSHIP:

HOME PHONE:

CELL PHONE:

WORK PHONE:

DRIVERS LICENSE#:

LICENSE EXP. DATE:

STATE:

EMAIL ADDRESS:

SECONDARY EMAIL ADDRESS:

EMPLOYMENT INFORMATION (PAST 3 EMPLOYERS)

CURRENT EMPLOYER AND CURRENT SUPERVISOR'S NAME :

EMPLOYER ADDRESS:

HOW LONG?

PHONE:

E-MAIL:

POSITION:

CITY:

STATE:

ZIP CODE:

SUPERVISOR'S NAME/COMPANY NAME:

EMPLOYER ADDRESS:

HOW LONG?

PHONE:

E-MAIL:

POSITION:

CITY:

STATE:

ZIP CODE:

SUPERVISOR'S NAME/COMPANY NAME:

EMPLOYER ADDRESS:

HOW LONG?

PHONE:

E-MAIL:

POSITION:

CITY:

STATE:

ZIP CODE:



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
VOLUNTEER AND SERVICE PROVIDERS BACKGROUND APPLICATION



CURRENT MARITAL INFORMATION

SINGLE, MARRIED, SEPARATED, DIVORCED, WIDOWED, ANNULLED (CIRCLE ONE)

SPOUSE NAME:	SPOUSE DATE OF BIRTH:
ADDRESS:	STATE:
PHONE:	WORK PHONE:

IF DIVORCED, WIDOWED, OR ANNULLED, LIST UP TO TWO PRIOR MARRIAGES IN ORDER OF OCCURRENCE:

NAME OF FORMER SPOUSE :	DATE DIVORCE FINAL:
ADDRESS:	STATE:
CITY:	PHONE:
NAME OF FORMER SPOUSE :	DATE DIVORCE FINAL:
ADDRESS:	STATE:
CITY:	PHONE:

IF UNMARRIED, COMPLETE THE FOLLOWING:

NAME OF GIRLFRIEND/ BOYFRIEND OR DOMESTIC PARTNER:

ADDRESS:	CITY:	
STATE:	ZIP CODE:	PHONE NUMBER:
EMAIL:		



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
VOLUNTEER AND SERVICE PROVIDERS BACKGROUND APPLICATION



RESIDENTIAL INFORMATION (Last 5 Years)

CURRENT		
ADDRESS:	FROM:	TO:
CITY:	STATE:	ZIP:
PREVIOUS		
ADDRESS:	FROM:	TO:
CITY:	STATE:	ZIP:
PREVIOUS		
ADDRESS:	FROM:	TO:
CITY:	STATE:	ZIP:
PREVIOUS		
ADDRESS:	FROM:	TO:
CITY:	STATE:	ZIP:
PREVIOUS		
ADDRESS:	FROM:	TO:
CITY:	STATE:	ZIP:

EDUCATION INFORMATION

LAST COLLEGE GRADUATED FROM OR ATTENDED

NAME:	DATES
	FROM: TO:
GRADUATE?	DEGREE?
ADDRESS:	STATE:
CITY:	PHONE:

LAST HIGH SCHOOL GRADUATED FROM OR ATTENDED

NAME:	DATES
	FROM: TO:
GRADUATE?	DEGREE?
ADDRESS:	STATE:
CITY:	PHONE:



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
VOLUNTEER AND SERVICE PROVIDERS BACKGROUND APPLICATION



REFERENCES

PLEASE LIST 4 REFERENCES(TWO REFERENCES MUST BE IMMEDIATE NEIGHBORS)

NAME:

RELATIONSHIP:

ADDRESS:

PHONE ()

NAME:

RELATIONSHIP:

ADDRESS:

PHONE ()

NAME:

RELATIONSHIP:

ADDRESS:

PHONE ()

NAME:

RELATIONSHIP:

ADDRESS:

PHONE ()

MILITARY SERVICE (IF APPLICABLE)

BRANCH:

FROM:

TO:

DATE OF

TYPE OF DISCHARGE:

DISCHARGE:

CRIMINAL BACKGROUND (IF APPLICABLE)

HAS ANYONE YOU CURRENTLY LIVE WITH OR LIVED WITH IN THE LAST 5 YEARS BEEN ARRESTED OR CURRENTLY SERVING TIME IN JAIL? IF YES, PLEASE EXPLAIN

HAVE YOU EVER USED DRUGS ? IF YES, WHEN WAS THE LAST TIME YOU USED DRUGS? PLEASE EXPLAIN

ARE YOU OR IS ANY OF YOUR FAMILY MEMBERS RELATED TO OR AFFILIATED WITH GANG MEMBERS? IF YES, PLEASE EXPLAIN



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
VOLUNTEER AND SERVICE PROVIDERS BACKGROUND APPLICATION



ARREST/DETENTION INFORMATION

Either as an adult or a juvenile, have you ever been detained for investigation, named as a suspect in a police report, held on suspicion, questioned, fingerprinted, or arrested by any law enforcement agency or military authority?

DATE:	CHARGE:
AGENCY:	PENALTY
DATE:	CHARGE:
AGENCY:	PENALTY
DATE:	CHARGE:
AGENCY:	PENALTY

EXPLANATION OF ABOVE OR ADDITIONAL ARRESTS:

HAS ANY OF YOUR IMMEDIATE FAMILY MEMBERS EVER BEEN ARRESTED ON A FELONY CHARGE? IF THE ANSWER IS YES, LIST NAME, RELATIONSHIP AND BRIEFLY EXPLAIN CIRCUMSTANCES. (INCLUDE THE POLICE AGENCY, DATE AND CHARGE)

HAS ANYONE EVER CALLED THE POLICE ON OR ABOUT YOU? IF YES, PLEASE EXPLAIN



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
VOLUNTEER AND SERVICE PROVIDERS BACKGROUND APPLICATION





ARE YOU NOW OR HAVE YOU EVER BEEN A MEMBER OF ANY ORGANIZATION, ASSOCIATION, MOVEMENT, GROUP OR COMBINATION OF PERSONS WHICH ADVOCATES THE OVERTHROW OF OUR CONSTITUTIONAL FORM OF GOVERNMENT OR CHANGE IN OUR PROCESS OF THE LAW BY ANY MEANS OTHER THAN THE DEMOCRATIC PROCEDURES PROVIDED BY OUR PRESENT FORM OF GOVERNMENT OR WHICH HAS ADOPTED A POLICY OF ADVOCATING OR APPROVING THE ACTS OF FORCE OR VIOLENCE TO DENY OTHER PERSONS THEIR RIGHTS UNDER THE CONSTITUTION

ARE YOU NOW ASSOCIATING WITH OR HAVE YOU EVER ASSOCIATED WITH ANY INDIVIDUALS INCLUDING RELATIVES, WHO YOU KNOW OR HAVE REASON TO BELIEVE OR HAVE BEEN MEMBERES OF ANY ORGANIZATION DESCRIBED ABOVE ? IF YES, PLEASE EXPLAIN

ARE YOU NOW OR, HAVE YOU EVER BEEN ASSOCIATED WITH ANY ORGANIZATIONS, MOVEMENT, GROUP OR COMBINATION OF PERSONS WHICH ENGAGE IN CIVIL DISOBEDIENCE AS A METHOD TO ACHIEVE SOCIAL CHANGE ? IF YES, PLEASE EXPLAIN

HAVE YOU EVER PARTICIPATED IN AN UNLAWFUL DEMONSTRATION ? IF YES, PLEASE EXPLAIN

	<p>LOS ANGELES COUNTY SHERIFF'S DEPARTMENT</p> <p>VOLUNTEER AND SERVICE PROVIDERS BACKGROUND APPLICATION</p>	
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<p>***CHAPLAINS AND VOLUNTEERS ONLY***</p>
<p>WHY DO I WANT TO BE A VOLUNTEER WITH THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT?</p>
Empty space for answer

<p>DO YOU HAVE A CONCEALED WEAPONS PERMIT?</p>	
<p>CCW NUMBER:</p>	
<p>COUNTY OF ISSUE:</p>	<p>EXPIRATION DATE:</p>

<p>PREVIOUS VOLUNTEER EXPERIENCE</p>			
<p>ORGANIZATION :</p>			
<p>ADDRESS:</p>		<p>HOW LONG?</p>	
<p>CITY:</p>	<p>STATE:</p>	<p>POSITION:</p>	
<p>SUPERVISOR NAME :</p>		<p>PHONE:</p>	
<p>WHY DID YOU LEAVE THE ORGANIZATION ?</p>			
Empty space for answer			
<p>OTHER SKILLS, CERTIFICATIONS, AND LANGUAGES SPOKEN:</p>			
Empty space for answer			

<p>I AM WILLING/ABLE TO COMMIT TO 12 MONTHS OF SERVICE IF NEEDED:</p>	
<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>
<p>SIGNATURE: _____</p>	



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
VOLUNTEER AND SERVICE PROVIDERS BACKGROUND APPLICATION



Los Angeles County Sheriff's Department Religious and Volunteer Services

ACCEPTANCE AND TERMINATION FROM THE PROGRAM

I understand that I am fully responsible for reading and understanding the policies described in the Religious and Volunteer Services (RVS) Manual of Policy and Procedures. I also understand that any violation of the policies may result in my immediate suspension and/or revoked access from the custody program.

I also understand that volunteers are considered non-compensated employees of the Los Angeles County Sheriff's Department. Notwithstanding any other provisions or statements to the contrary, a volunteer may be suspended, or terminated/dismissed at the order of the Los Angeles County Sheriff's Department without cause of any kind.

I HAVE READ, UNDERSTAND AND ACCEPT THE TERMS OF THIS AGREEMENT.

VOLUNTEER APPLICANT'S PRINTED NAME :

(Last)

(First)

(Middle)

VOLUNTEER APPLICANT'S SIGNATURE DATE :

Date: ____ / ____ / ____

***** SHERIFF PERSONNEL ONLY *****

AUTHORIZED SHERIFF'S REPRESENTATIVE:

(Last)

(First)

(Title)

Date: ____ / ____ / ____



Jim McDonnell, Sheriff

County of Los Angeles
 Sheriff's Department Headquarters
 Religious and Volunteer Services
 441 Bauchet Street
 Los Angeles, California 90012
 (213) 974-8085



APPLICANT INFORMATION WAIVER

I have applied to be a volunteer with the Los Angeles County Sheriff's Department. It is my desire that they be informed as to my previous record and character in determining my qualifications and suitability for a position with the Sheriff's Department. This inquiry is required pursuant to California Government Code Section 1029 and 1031, and authorized pursuant to California Labor Code Section 432.7 (e). For this specific purpose, I authorize the release and full disclosure of any and all information that you may have concerning me, including information of a confidential or privileged nature to a duly authorized agent of the Los Angeles County Sheriff's Department.

The following are examples of the types of information being requested:

- | | | |
|---------------------------------|----------------------------------|----------------------------|
| Criminal Justice Arrest Records | Detentions, Field Citations | Field Interviews |
| Officer's Notebook notations | Jail and Custody Information | Booking Information |
| Traffic Citations | Traffic Accident Reports/Records | District Attorney Records |
| Court Records/Reports | Probation/Parole Reports/Records | Laboratory Reports/Results |
| Other Criminal Justice Records | Other Reports or Records | Employment Records |
| Performance Evaluations | Disciplinary Reports | Credit History |
| Polygraph Results | Medical Information | Psychological Evaluations |
| School Transcripts | | |

I authorize the Los Angeles County Sheriff's Department to read, review, or photocopy any documents to allow them to assess my suitability as an employee of the Sheriff's Department.

I also understand that if my background investigation for this position should uncover information that I have, or I am suspected of having or have been engaged in illegal activities that this information will likely bar me from further consideration for this position and it will be handed over the appropriate law enforcement agency that has jurisdiction over investigating the illegal activity.

I further authorize the Pre-Employment Unit to discuss all the aspects of my background investigation and information related thereto with Los Angeles County Sheriff's Department members, as listed.

_____ Member

_____ Member

This waiver is valid for a period of twelve (12) months from the date of my signature. A photocopy of this notarized waiver is to be considered as valid as an original waiver even though it does not contain an original signature.

"I hereby release you, your organization, and others from liability or damage which may result from furnishing the information requested, including any liability pursuant to California Labor Code 1054, or any similar laws of other states or political entities."

_____ Print Name

_____ Social Security Number

_____ Signature (Must be Notarized)

_____ Date



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____ (Here insert name and title of the officer)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public (Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document) (Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual(s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____





LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
VOLUNTEER AND SERVICE PROVIDERS BACKGROUND APPLICATION



State of California

Department of Justice

REQUEST FOR LIVE SCAN SERVICE

BCII 8016 (3/07)

Applicant Submission

ORI: CA0190094 Type of Application: VOLUNTEER— RVS
Code assigned by DOJ
 Job Title or Type of License, Certification or Permit: VOLUNTEER— RVS

Agency Address Set Contributing Agency:
RELIGIOUS VOLUNTEER PROGRAM 12491
Agency authorized to receive criminal history information Mail Code (five-digit code assigned by DOJ)
441 BAUCHET STREET RM 1060 DEPUTY HERNANDEZ
Street No. Street or PO Box Contact Name (Mandatory for all school submissions)
LOS ANGELES, CA 90012 (213) 974-8085
City State Zip Code Contact Telephone No.

ENTER YOUR STATION OR FACILITY AFTER VOLUN-

FILL OUT THIS SECTION ONLY

Name of Applicant: (Please print) Last _____ First _____ MI _____
 Alias: Last _____ First _____ Driver's License No: _____
 Date of Birth: _____ Sex: Male Female Misc. No. BIL - _____
Agency Billing Number
 Height: _____ Weight: _____ Misc. Number: 144751
 Home Address: _____
 Eye Color: _____ Hair Color: _____
Street No. Street or PO Box
 Place of Birth: _____
City, State and Zip Code
 Social Security Number: _____

FILL OUT THIS SECTION ONLY

Your Number: _____ OCA No. (Agency Identifying No.)
 Level of Service: DOJ **ONLY**
 If resubmission, list Original ATI Number: _____

Employer: (Additional response for agencies specified by statute)
 Employer Name _____
 Street No. _____ Street or PO Box _____ Mail Code (five digit code assigned by DOJ) _____
 City _____ State _____ Zip Code _____ Agency Telephone No. (optional) _____

ENTER YOUR STATION OR FACILITY AFTER LASD

Live Scan Transaction Completed By: _____ Name of Operator _____ Date _____
LASD _____
Transmitting Agency ATI No. Amount Collected/Billed

ORIGINAL – Live Scan Operator; SECOND COPY – Applicant; THIRD COPY (if needed) – Requesting Agency

3-01/070.05 POLITICAL ACTIVITY

Political activities permitted and prohibited by the Department are as follows:

Permitted Political Activities

- Voting,
- Expressing opinions on all political subjects and candidates,
- Becoming a candidate for nomination or election to any partisan or nonpartisan political activities as an individual or as a member of a group,
- Engaging in partisan and nonpartisan political activities as an individual or as a member of a group,
- Contributing to political campaign funds (but not in any County building),
- Joining political organizations and voting on any questions presented,
- Organizing and managing political clubs, serving as officer, delegate or alternate, or as member of any committee; addressing such club on any partisan/nonpartisan political matter,
- Participating actively in political conventions such as by making motions or addresses or preparing resolutions,
- Attending political meetings, rallies, caucuses, etc. and organizing, preparing or conducting such gatherings,
- Participating actively, serving as officer or on any committee of a political organization, such as precinct committeeman or chairman of the food committee at a campaign dinner,
- Joining a labor union, civic betterment group or citizens association,
- Initiating, signing or circulating partisan or nonpartisan nominating petitions, distributing campaign literature, badges, etc., (but not during working hours or on County property),
- Wearing badges or buttons, except while in uniform; displaying bumper stickers, pictures or posters on automobile or in window of home,
- Speaking publicly, or writing letters or articles for or against any political candidate; endorsing or opposing such candidate in a political advertisement broadcast, campaign literature or similar material,
- Owning stock in, publishing or being connected with the management or editorial policy of a partisan newspaper,
- Managing the campaign of a political candidate,
- Making unsolicited political contributions.

Prohibited Political Activities

- Engaging in any political activity whatsoever during working hours or on County premises,
- Placing or attaching any political poster, sticker, sign or similar material on County property,
- Soliciting political funds or contributions, directly or indirectly, from members of this Department or from person on the employment lists of this Department, except for mass mailing or other means of solicitation made to a significant segment of the public which may include Department members,

Exception: County officers and employees may solicit funds for passage or defeat of a ballot measure affecting their pay, hours, retirement, civil service or other working conditions.

- Soliciting contributions, signatures or other forms of support for political candidates, parties, or ballot measures within or upon County property at any time,

Example: County employees and members of the general public shall not solicit signatures for a nominating petition in a County building or on County property,

- Directly or indirectly using official authority to interfere with any election or influencing the political actions of other County employees or any member of the general public.

Example: County employees shall not attempt to influence anyone's vote by such methods as promising, or threatening to withhold, a job, promotion or other benefit,

- Favoring or discriminating against any employee or person seeking County employment because of political opinions or affiliations,
- Participating in any political activities of any kind in uniform,
- Participating in activities which impair the efficiency, integrity or morale of the County or its employees,
- Participating in any other political activities which the County or its departments desire to prohibit and which otherwise comply with the three-part test set forth by the California Supreme Court in Bagley v. Washington Township Hospital District,
- The granting of leaves of absence without pay to engage in political activities is discretionary with the department head (Civil Service Rule 16.02),
- Employees who are subject to the basic political activity prohibitions while on active duty shall be equally subject to such restrictions when on paid or unpaid leave (Political Activity Guidelines, adopted by the Board of Supervisors, July 2, 1974).

3-01/090.00 SECURITY OF PERSONAL PROPERTY

In order to ensure the safety and security of all persons in custody facilities, the following personal property is prohibited inside security areas as indicated:

- * Weapons, including but not limited to, firearms and knives, are expressly prohibited in security areas of all custody facilities.
- * Except for the Officer Dining Room (ODR), and only with the specific permission of the Unit Commander, metal silverware shall not be brought into security areas of any custody facility.
- * Personal electrical appliances must be approved by the unit commander before being brought into the custody facility (e.g. coffee pots, toasters, heaters, fans, etc.).
- * Electronic entertainment devices are prohibited (e.g. tape, CD, or DVD players, games, radios, etc.).
- * Laptop computers and personal digital assistants (PDA's) shall be approved by the Watch Commander prior to entry into security areas on a daily, shift by shift basis.
- * Personal property containers shall not be brought into security areas (e.g. backpacks, fanny packs, purses, ice chests/food containers, etc.). Only soft-sided, hand-held lunch containers, which measure 11" x 14" x 12" or less will be allowed into secured parts of the facility.
- * Reading material not related to the job or the furtherance of formal education is prohibited.
- * Prescription medications exceeding that amount required for personal consumption during the concerned shift(s).
- * Umbrellas.
- * Cell phones.
- * Cameras shall not be allowed inside a custody facility unless prior approval is obtained from the Watch Commander or above.
- * Tobacco products, matches and cigarette lighters.

Personal security dictates that personnel should refrain from bringing items which contain personal identification information (e.g., wallets, purses, checkbooks, etc.) into security areas to prevent loss or compromise of information.

This policy does not limit persons from bringing into secure areas, items or containers that contain necessary tools, training material or equipment to facilitate the performance of their duties, (i.e., tool chests, medical bags, digital test equipment, etc.), nor does it limit personnel, who are attending training, from entering the facility wearing civilian attire en route to the Officer's Dining Room (ODR).

This policy shall apply to all persons entering security areas of all custody facilities. Additionally, all personal property shall be secured at all times, and shall not be stored in any area accessible to inmates.

The unit commander has the final authority to determine what personal property is allowed within their facility.

APPENDIX C

SAMPLE RFP CONTRACT



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

AND



FOR

**FREEDOM THROUGH A SECOND CHANCE PROGRAM
SERVICES**

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
RECITALS	1
1.0	APPLICABLE DOCUMENTS	2
2.0	DEFINITIONS	2
3.0	WORK	5
4.0	TERM OF CONTRACT	5
5.0	CONTRACT SUM	6
6.0	ADMINISTRATION OF CONTRACT- COUNTY	10
6.1	COUNTY’S PROJECT DIRECTOR	10
6.2	COUNTY’S PROJECT MANAGER.....	10
6.3	COUNTY’S CONTRACT PROJECT MONITOR.....	10
6.4	COUNTY’S GRANTS ACCOUNTING UNIT	11
7.0	ADMINISTRATION OF CONTRACT - CONTRACTOR	11
7.1	CONTRACTOR’S PROJECT MANAGER.....	11
7.2	APPROVAL OF CONTRACTOR’S STAFF	11
7.3	CONTRACTOR’S STAFF IDENTIFICATION.....	11
7.4	BACKGROUND AND SECURITY INVESTIGATIONS.....	11
7.5	CONFIDENTIALITY	12
8.0	STANDARD TERMS AND CONDITIONS	13
8.1	CHANGE ORDERS AND AMENDMENTS	13
8.2	ASSIGNMENT AND DELEGATION.....	14
8.3	AUTHORIZATION WARRANTY	15
8.4	BUDGET REDUCTIONS	15
8.5	COMPLAINTS	15
8.6	COMPLIANCE WITH APPLICABLE LAW	16
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	17
8.8	COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM	17
8.9	CONFLICT OF INTEREST	19
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	19
8.11	CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS	19
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	20

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.13	CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	22
8.14	CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM.....	22
8.15	COUNTY’S QUALITY ASSURANCE PLAN.....	23
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	23
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION.....	23
8.18	FACSIMILE REPRESENTATIONS.....	24
8.19	FAIR LABOR STANDARDS	24
8.20	FORCE MAJEURE	24
8.21	GOVERNING LAW, JURISDICTION, AND VENUE	25
8.22	INDEPENDENT CONTRACTOR STATUS.....	25
8.23	INDEMNIFICATION.....	26
8.24	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	26
8.25	INSURANCE COVERAGE	30
8.26	LIQUIDATED DAMAGES	31
8.27	MOST FAVORED PUBLIC ENTITY	32
8.28	NONDISCRIMINATION AND AFFIRMATIVE ACTION.....	32
8.29	NON EXCLUSIVITY.....	33
8.30	NOTICE OF DELAYS	34
8.31	NOTICE OF DISPUTES	34
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	34
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	34
8.34	NOTICES.....	34
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	35
8.36	PUBLIC RECORDS ACT	35
8.37	PUBLICITY	35
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	36
8.39	RECYCLED BOND PAPER.....	37
8.40	SUBCONTRACTING	37

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM.....	38
8.42	TERMINATION FOR CONVENIENCE	39
8.43	TERMINATION FOR DEFAULT	39
8.44	TERMINATION FOR IMPROPER CONSIDERATION.....	40
8.45	TERMINATION FOR INSOLVENCY.....	41
8.46	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	41
8.47	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	42
8.48	VALIDITY.....	42
8.49	WAIVER.....	42
8.50	WARRANTY AGAINST CONTINGENT FEES.....	42
8.51	WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	43
8.52	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	43
8.53	TIME OFF FOR VOTING.....	43
8.54	COMPLIANCE WITH COUNTY’S ZERO TOLERANCE HUMAN TRAFFICKING.....	43
9.0	UNIQUE TERMS AND CONDITIONS.....	44
9.1	INTENTIONALLY OMITTED.....	44
9.2	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (“HIPPA”)	44
9.3	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT	44
9.4	PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION.....	45
9.5	CONTRACTOR’S CHARITABLE ACTIVITIES COMPLIANCE.....	46
9.6	DATA DESTRUCTION	46
9.7	LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM	47
9.8	SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM.....	48
9.9	DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM	49

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
SIGNATURES.....		51

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

STANDARD EXHIBITS

- A STATEMENT OF WORK (NOT ATTACHED TO SAMPLE)
- B BUDGET SCHEDULE (NOT ATTACHED TO SAMPLE)
- C INTENTIONALLY OMITTED
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G CONFIDENTIALITY AGREEMENTS
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

SB 1262 – NONPROFIT INTEGRITY ACT OF 2004

- J CHARITABLE CONTRIBUTIONS CERTIFICATION

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)
AGREEMENT**

- K BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE
PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPPA)

Sample Contract
CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND

FOR
FREEDOM THROUGH A SECOND CHANCE PROGRAM

This Contract ("Contract") is made and entered into this ____ day of _____, 2017, by and between the County of Los Angeles, ("County") and _____, ("Contractor"), to provide Freedom Through A Second Chance Program Services for the Los Angeles County Sheriff's Department ("Department").

RECITALS

WHEREAS, the County may contract with private businesses for Freedom Through A Second Chance Program Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Freedom Through A Second Chance Program Services; and

WHEREAS, the Contractor represents that it possesses the necessary special skills, knowledge and technical competence, and sufficient staffing in providing Freedom Through A Second Chance Program Services; and

WHEREAS, this Contract is funded either in whole or in part by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance under the Fiscal Year 11 Second Chance Act Adult Offender Reentry Program for Planning and Demonstration Projects, pursuant to Grant Number 2011-CZ-BX-0034 ("Grant"); and

WHEREAS, the County, through the Los Angeles County Sheriff's Department (Department) desires Contractor to provide Freedom Through A Second Chance Program Services for the Education Based Incarceration Unit for the Department's Custody Services Division; and

WHEREAS, this Contract is authorized pursuant to California Government Code Section 31000 and otherwise.

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, D, E, F, G, H, I, J and K, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Budget Schedule
- 1.3 EXHIBIT C - Intentionally Omitted
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

Unique Exhibits:

- 1.10 EXHIBIT J- Charitable Contributions Certification
- 1.11 EXHIBIT K- Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 (Change Orders and Amendments) and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are

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

- 2.1 **Administrative Fee:** means a percentage of Direct Costs attributable to all overhead associated with providing the Freedom Through a Second Chance Program Services required herein.
- 2.2 **Amendment:** has the meaning set forth in sub-paragraph 8.1 (Change Orders and Amendments).
- 2.3 **Board:** Los Angeles County Board of Supervisors.
- 2.4 **Business Day:** Monday through Friday, excluding County observed holidays.
- 2.5 **Case Managers:** has the meaning set forth in sub-paragraph 5.2.4 B (Case Managers), of Exhibit A (Statement of Work) of this Contract.
- 2.6 **Change Order:** has the meaning set forth in sub-paragraph 8.1 (Change Orders and Amendments).
- 2.7 **Co-Occurring:** Male offenders who are diagnosed with mental illness disorder as well as substance abuse disorder.
- 2.8 **COMPAS:** means Northpointe Correctional Offender Management Profiling for Adult Sanctions.
- 2.9 **Contract:** This Contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, Services and other work including Exhibit A (Statement of Work).
- 2.10 **Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.
- 2.11 **Contractor Project Manager:** Person identified in Exhibit F (Contractor's Administration) and described in sub-paragraph 7.1 (Contractor's Project Manager).
- 2.12 **County:** County of Los Angeles.
- 2.13 **County Contract Project Monitor:** Person identified in Exhibit E (County's Administration) and described in sub-paragraph 6.3 (County's Contract Project Monitor).
- 2.14 **County Indemnitees:** The County, its Special Districts, elected and

appointed officers, employees, agents, and volunteers.

- 2.15 **County Jail:** The custody facilities located within Los Angeles County.
- 2.16 **County Project Director:** Person identified in Exhibit E (County's Administration) and described in sub-paragraph 6.1 (County's Contract Project Director)
- 2.17 **County Project Manager:** Person identified in Exhibit E (County's Administration) and described in sub-paragraph 6.2 (County's Contract Project Monitor)
- 2.18 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.19 **Department:** Los Angeles County Sheriff's Department.
- 2.20 **Direct Costs:** means all Contractor's costs associated with the day-to-day expenses of providing the Freedom Through a Second Chance Program Services required herein, inclusive of personnel costs, including salaries, and benefits, vacation and sick days, and operating costs, such as equipment, supplies, and software.
- 2.21 **DMH:** means the Los Angeles County Department of Mental Health.
- 2.22 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.23 **Grant:** means the grant to the County from the U.S. Department of Justice, Bureau of Justice Assistance, Second Chance Act Adult Offender Reentry Program for Planning and Demonstration Projects, Grant Number 2011-CZ-BX-0034, which funds this Contract either in whole or in part.
- 2.24 **Indirect Costs:** means costs to cover administrative fees such as payroll, human resources, accounting, and administration, which are not allowable under this Grant and therefore are incurred solely by the Contractor and not billed under the Program.
- 2.25 **Maximum Contract Sum:** The total monetary amount payable by County to Contractor for providing all Services required under this Contract for the entire term of the Contract, including all extension option if so exercised by County, as further described in Paragraph 5.0 (Contract Sum).
- 2.26 **Moral Reconciliation Therapy or MRT** has the meaning set forth in sub-paragraph 2.10.2 (Moral Reconciliation Therapy) of Exhibit A (Statement of Work).
- 2.27 **Program Evaluator:** Obtains the necessary data to conduct the required

Program outcome study and evaluates whether the proposed steps in the process of the program were completed successfully.

- 2.28 **Services or Programs:** The Freedom Through a Second Chance Program Services required under this Contract.
- 2.29 **Sheriff:** The elected official who is the Sheriff of the County of Los Angeles.
- 2.30 **Statement of Work or SOW:** The Statement of Work, attached as Exhibit A (Statement of Work) to this Contract, together with all attachments thereto, as the same may be amended by any fully executed Change Order or Amendment.
- 2.31 **Tax and Taxes:** Governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, Services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, Services, or other work, other than as specified in this Contract, the same 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.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence upon execution by the County's Board of Supervisors and shall continue for a period of one (1) year, unless terminated earlier in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for one (1) additional option year, for a maximum total Contract term of two (2) years. Such extension option shall be exercised at the sole discretion of the Sheriff as authorized by the Board.
- 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4 The Contractor shall notify Department when this Contract is within six (6)

months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County Project Director at the address herein provided in Exhibit E (County's Administration).

5.0 CONTRACT SUM

5.1 Maximum Contract Sum

The budget schedule for this Contract payable by County to Contractor for performing all tasks, deliverables, goods, Services and any other work required under this Contract shall be as set forth on Exhibit B (Budget Schedule), of this Contract. Such budget schedule shall be firm and fixed for the Term of this Contract.

5.2 The Maximum Contract Sum authorized by County for the Term of this Contract, inclusive of all extension options and applicable Taxes, shall in no event, expressly or by implication, exceed \$717,243 and shall be allocated as set forth in Exhibit B (Budget Schedule), of this Contract.

5.3 This is a cost reimbursement Contract whereby County pays Contractor for the actual Direct Costs incurred by Contractor for the delivery of Services required under the Contract and Grant, in accordance with the budget line-items set forth on Exhibit B (Budget Schedule), of this Contract, up to and not to exceed the stated Maximum Contract Sum of this Contract.

5.4 Contractor has prepared and submitted to County a Line Item Budget and Narrative, segregating Direct Costs, inclusive of the personnel costs and operating cost, for the Work to be performed by Contractor. Indirect Expenses are not allowable under this Contract. The Line Item Budget and Narrative is attached to and form a part of Exhibit B (Budget Schedule) to this Contract. Contractor represents and warrants that the Line Item Budget and Narrative is true and correct in all respects and that Contractor shall deliver Services in accordance with Exhibit B (Budget Schedule).

5.5 Contractor, with prior approval of County, may reallocate up to a maximum of five percent (5%) of the Maximum Annual Contract Sum, as set forth in Exhibit B (Budget Schedule), between the approved Line Item Budget categories (i.e. personnel, employee benefits, supplies and expenses, equipment). Any subsequent Line Item Budget and Narrative modifications above the five percent (5%) shall be agreed to by the parties and requested in writing by Contractor. In any event, such revisions shall not result in any increase in the Maximum Contract Sum.

5.6 In the event of (1) a reallocation of the Line Item Budget and Narrative

consistent with sub-paragraph 5.5 above, (2) a change in the Maximum Annual Contract Sum or Maximum Contract Sum, or (3) a material change to the scope of Work approved by County, Contractor shall prepare a new Line Item Budget and Narrative consistent with any changes and submit to the County Project Manager for processing in the form of a written Amendment in accordance with sub-paragraph 8.1.2 (Change Orders and Amendments).

- 5.7 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 person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.
- 5.8 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to County Project Manager at the address herein provided in Exhibit E (County's Administration).
- 5.9 **No Payment for Services Provided Following Expiration/ Termination of Contract**

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

5.10 **Invoices and Payments**

5.10.1 For work performed in accordance with the terms of this Contract as determined by County, Contractor shall invoice County monthly in arrears for services at the actual costs incurred which shall not exceed costs listed, by line item, in Exhibit B (Budget Schedule).

5.10.2 Each invoice submitted by Contractor shall include the tasks, subtasks, deliverables, goods, services, or other Work as described

in Exhibit A (Statement of Work) and Exhibit B (Budget Schedule) for which payment is claimed.

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

5.10.4 Contractor shall prepare invoice format and content in the following manner:

- a. County Contract number;
- b. Grant project name and number;
- c. Contractor's name and address;
- d. Invoice number;
- e. Invoice date;
- f. Billing period;
- g. Description of Services provided;
- h. Itemized pricing (invoice line-items must match budget line-items on Exhibit B (Budget Schedule));
- i. Total amount due.

Contractor shall attach to the invoice the following documentation:

- j. Supporting documentation including activity logs, and timecards signed by employees and supervisors,

5.10.5 Contractor shall maintain and make available to County Project Director upon request, all documentation to support costs submitted for reimbursement. Documentation of expenditures shall be supported by, but shall not be limited to, the following:

- a. Records documenting procurement of goods and services;
- b. Contracts for goods and services;
- c. Invoices;
- d. Billing statements (include supporting documents such as: payroll records and registers);
- e. Cancelled checks;
- f. Payroll registers;
- g. Payroll tax records;
- h. Bank statements;
- i. Bank reconciliation;
- j. Additional information requested by County; and
- k. All other documentation to support the allocation of costs.

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

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

5.10.8 All invoices under this Contract shall be submitted to the County Project Director and a copy to the Grants Accounting Unit as outlined under Exhibit E (County Administration)

5.10.9 County Approval of Invoices

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

5.10.10 Invoice Discrepancy Report

The County Project Manager or designee shall review all invoices for any discrepancies and issue an Invoice Discrepancy Report or IDR, Exhibit B2 of Appendix B (Statement of Work Exhibits), of this Contract to Contractor within ten (10) Business Days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to the County Project Manager a written explanation detailing the basis for the charges within ten (10) Business Days of receipt of the IDR from the County Project Manager. If the County Project Manager does not receive a written response from Contractor within ten (10) Business Days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges. None of the foregoing shall preclude County from seeking remedy from Contractor for invoice discrepancies discovered at any time during the term of the Contract.

5.10.11 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 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following sub-paragraphs are designated in Exhibit E (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

6.1.1 The role of the County's Project Director may include:

6.1.1.1 coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.1.1.2 upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.2 County's Project Manager

6.2.1 The role of the County's Project Manager is authorized to include:

6.2.1.1 meeting with the Contractor's Project Manager on a regular basis; and

6.2.1.2 inspecting any and all tasks, deliverables, goods, Services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.2.2 The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be

relieved, excused or limited thereby.

6.4 County's Grants Accounting Unit

The role of the County's Grants Accounting Unit is to oversee the administration of the Grant, invoice processing, and document submission to the granting agency.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all of Contractor's Administration referenced in the following sub-paragraphs are designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.1 Contractor's Project Manager

7.1.1 The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

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

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

7.3.1 Contractor shall provide, at Contractor's expense, all staff providing Services under this Contract with a photo identification badge.

7.3.2 Prior to entrance into a Department custody facility, Contractor and Contractor's staff shall comply with current Custody Division and Department custody facility entry requirements, which may include the exchange of a government-issued identification card and/or Contractor photo identification badge for a Department custody facility pass, in addition to an appropriate uniform as set forth in sub-paragraph 5.3 (Uniforms/Identification Badges) Exhibit A (Statement of Work).

7.4 Background and Security Investigations

- 7.4.1 All of Contractor's staff performing Services under this Contract shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation. Contractor's staff shall comply with Paragraph 6.0 (Safety and Security Requirements) of Exhibit A (Statement of Work).
- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing Services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation
- 7.4.3 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.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this sub-paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 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.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers,

employees, agents, or subcontractors, to comply with this sub-paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 7.5 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 to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing Services hereunder of the confidentiality provisions of this Contract.

7.5.4 Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement), and Contractor shall cause each employee performing Services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgment and Confidentiality Agreement).

7.5.5 Contractor shall cause each non-employee performing Services covered by this Contract to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Change Orders and Amendments

No representative of either County or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this sub-paragraph 8.1 (Change Orders and Amendments). County reserves the right to change any portion of the Work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

8.1.1 For any change which does not materially affect the scope of work, period of performance, term, contract sum, payments, or any other

term or condition of this Contract, a Change Order to the Contract shall be executed by the County Project Director and Contractor Project Manager.

- 8.1.2 For any change which materially affects the scope of work, term, contract sum, payments, or any other term or condition of this Contract, an Amendment to the Contract shall be executed by the Contractor and the Board.
- 8.1.3 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 Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be executed by the Contractor and the Sheriff.
- 8.1.4 Notwithstanding sub-paragraphs 8.1.1 through 8.1.3 above, for (1) any option term extension of the Contract, (2) modifications pursuant to sub-paragraph 8.2 (Assignment and Delegation) of this Contract, (3) the addition or deletion of custodial facilities and/or locations, (4) a reallocation of the Line Item Budget and Narrative consistent with sub-paragraph 5.4 of the Contract, an Amendment to this Contract shall be executed by Sheriff and Contractor.

8.2 Assignment and Delegation

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, 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 Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this

Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. 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 Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board 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 Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the Services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the Services set forth in this Contract.

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within thirty (30) Business Days after the Contract effective date, the Contractor shall provide the County Project Manager 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 Project Manager's 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's Project Manager 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 five (5) 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 three (3) Business Days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, 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 Contract 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, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 8.6 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 to 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 Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D (Contractor's EEO Certification).

8.8 Compliance With the County's Jury Services Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service") 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 H (Jury Service Ordinance) and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor 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 contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform Services for the County under the Contract, the subcontractor 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 contract.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder 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 Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it 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 shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff/Or Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract 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 Contract.

8.11 Consideration of Hiring Gain/Grow Participants

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

requirements to: GAINGROW@ dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (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 contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

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 or County's Commitment to the Safely Surrendered Baby Law

- 8.13.1 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 I, 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 contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of

law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and 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 Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board 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 Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The

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

8.18 Facsimile Representations

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

8.19 Fair Labor Standards

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

8.20 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 Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by

such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

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

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

compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor 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 Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 (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 Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 General Provisions for All Insurance Coverage

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

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing Services under this Contract.

- Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. 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 the Contract Compliance Manager listed on Exhibit E (County's Administration).

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, 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) calendar days in advance of cancellation for non-payment of premium and thirty (30) calendar days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

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 Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 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 Contract, 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 Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Subcontractor Insurance Coverage Requirements

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

8.24.9 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 Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

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

provisions.

8.24.12 **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 Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional

employer organization (PEO), coverage also 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 Professional Liability-Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and two (\$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 Contract's expiration, termination or cancellation.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Sheriff, 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 Sheriff, or his/her designee, in a written notice describing the reasons for said action.

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

One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit A (Statement of Work), Exhibit B3, hereunder, 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) Business 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 Contract.

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 Contract 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 Contract as agreed to herein.

8.27 Most Favored Public Entity

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

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 Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California 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 Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County 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

Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party 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's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of Services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Sheriff or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015. Copies of the Notice can be obtained by calling 1-800-829-3676 or from the IRS website at www.irs.gov.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, 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 I, Safely Surrendered Baby Law of this Contract. 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

Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid or e-mailed, addressed to the parties as identified in Exhibits E (County's Administration) and Exhibit F (Contractor's Administration). Addresses may be changed by either party giving ten (10) calendar days' prior written notice thereof to the other party. The County Project Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 (Record Retention and Inspection/Audit Settlement), of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and 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 a proposal 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 Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its Services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

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

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 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 Contract 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 Contract. 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 Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material 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 Contract 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 Contract. Subject to applicable law, 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 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference 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 Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference 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 Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycle 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 Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract 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 Contract.

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, defend, 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 the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, 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 personnel, including subcontractor employees, providing Services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 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. The Contractor shall ensure delivery of all such documents to the Contracts Monitoring Unit as shown in Exhibit E (County's Administration) before any subcontractor employee may perform any work hereunder.

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 8.14 (Contractor's Warranty of Adherence to

County's Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

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

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, 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 Contract shall be maintained by the Contractor in accordance with sub-paragraph 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 Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or

of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business 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 Contract 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 Contract 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 Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor 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, the term "subcontractor(s)" means 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 sub-paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this sub-

paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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 Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. 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 Contract 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) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not 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 sub-

paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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 Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract 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 Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract 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 Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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 Contract upon any Contract or understanding for a commission, percentage, brokerage,

or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

8.51 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program

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

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

8.52 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 sub-paragraph 8.51 (Warranty of Compliance with County’s Defaulted Property Tax Reduction Program), shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 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 ten (10) calendar days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County's Zero Tolerance Human Trafficking

8.54.1 Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

8.54.2 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 Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

8.54.3 Disqualification of any member of Contractor's staff pursuant to this sub-paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA) (if applicable)

9.2.1 The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit N in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit N, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

9.3 Ownership of Materials, Software and Copyright (if applicable)

9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to,

and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

- 9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.4.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.4.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Contract.

9.4 Patent, Copyright and Trade Secret Indemnification (if applicable)

- 9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged

unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.5 Contractor's Charitable Activities Compliance (if applicable)

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete Exhibit J, (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.6 Data Destruction (if applicable)

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.

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.

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

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

9.7.2 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.

9.7.3 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.

9.7.4 If the Contractor has obtained certification as a LSBE by reason

of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.8 Social Enterprise (SE) Preference Program (if applicable)

- 9.8.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.8.2 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 SE.
- 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 SE.
- 9.8.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have

known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

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

- 9.9.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.9.2 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.
- 9.9.3 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.
- 9.9.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information

withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

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

CONTRACTOR: (_____)
Name

By _____
Name

Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

LORI GLASGOW, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Michele Jackson
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

**(NOT ATTACHED TO SAMPLE CONTRACT;
SEE APPENDIX A, STATEMENT OF WORK,
OF THE RFP)**

**FREEDOM THROUGH A SECOND CHANCE
PROGRAM SERVICES**

EXHIBIT B

BUDGET SCHEDULE

**(NOT ATTACHED TO SAMPLE CONTRACT;
SEE APPENDIX D, REQUIRED FORMS, EXHIBIT
11, BUDGET SCHEDULE, OF THE RFP)**

**FREEDOM THROUGH A SECOND CHANCE
PROGRAM SERVICES**

EXHIBIT C

INTENTIONALLY OMITTED

**FREEDOM THROUGH A SECOND CHANCE
PROGRAM SERVICES**

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

FREEDOM THROUGH A SECOND CHANCE PROGRAM SERVICES

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes 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

EXHIBIT E

COUNTY'S ADMINISTRATION

FREEDOM THROUGH A SECOND CHANCE PROGRAM SERVICES

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY'S CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY'S CONTRACT PROGRAM MANAGER:

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

COUNTY'S CONTRACT COMPLIANCE MANAGER:

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

COUNTY'S ACCOUNTS PAYABLE/GRANTS ACCOUNTING:

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

FREEDOM THROUGH A SECOND CHANCE PROGRAM SERVICES

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBITS G1 – G3

CONFIDENTIALITY ACKNOWLEDGEMENTS

FREEDOM THROUGH A SECOND CHANCE PROGRAM SERVICES

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract.

I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H

JURY SERVICE ORDINANCE

FREEDOM THROUGH A SECOND CHANCE PROGRAM SERVICES

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:

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.


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

EXHIBIT I

SAFELY SURRENDERED BABY LAW


FREEDOM THROUGH A SECOND CHANCE PROGRAM SERVICES

Safely Surrendered



No shame. No blame. No names.

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



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

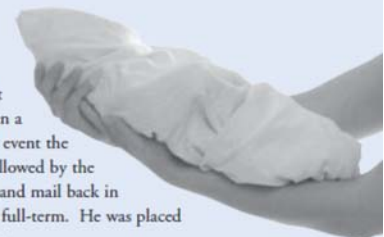
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

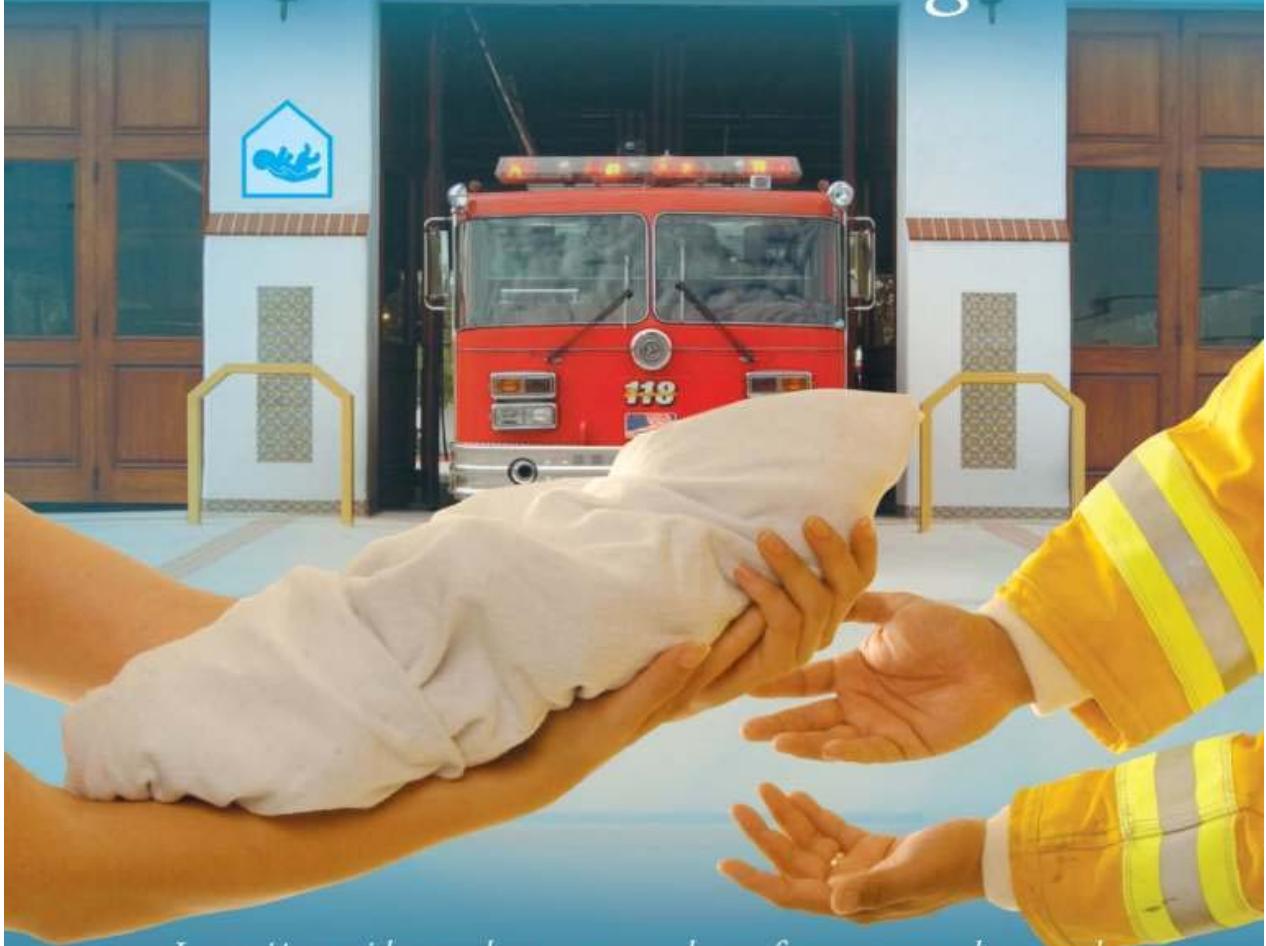
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



EXHIBIT J

CHARITABLE CONTRIBUTIONS CERTIFICATION

FREEDOM THROUGH A SECOND CHANCE PROGRAM SERVICES

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

EXHIBIT K

**BUSINESS ASSOCIATE AGREEMENT UNDER THE
HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT OF 1996 (HIPAA)**

**FREEDOM THROUGH A SECOND CHANCE
PROGRAM SERVICES**

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.

- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

- 1.22 “Use” or “Uses” means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity’s applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity’s Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
 - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
 - 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
 - 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or

by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at: Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach

and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master

Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individual(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
- 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
- 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:
- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

APPENDIX D

REQUIRED FORMS

FREEDOM THROUGH A SECOND CHANCE PROGRAM SERVICES

EXHIBITS

BUSINESS FORMS

- 1 Proposer's Organization Questionnaire/Affidavit and CBE Information
- 2 Prospective Contractor References
- 3 Prospective Contractor List of Contracts
- 4 Prospective Contractor List of Terminated Contracts
- 5 Certification of No Conflict of Interest
- 6 Familiarity with the County Lobbyist Ordinance Certification
- 7 Request for Preference Program Consideration
- 8 Proposer's EEO Certification
- 9 Attestation of Willingness to Consider GAIN/GROW Participants
- 10 Contractor Employee Jury Service Program Certification Form and Application for Exception

COST FORMS

- 11 Budget Schedule
- 12 Certification of Independent Price Determination and Acknowledgement of RFP Restrictions
- 13 Intentionally Omitted
- 14 Intentionally Omitted
- 15 Intentionally Omitted
- 16 Intentionally Omitted
- 17 Intentionally Omitted
- 18 Intentionally Omitted

2004 NONPROFIT INTEGRITY ACT (SB 1262, CHAPTER 919)

- 19 Charitable Contributions Certification (2004 Non-Profit Integrity Act (SB 1262, Chapter 919))

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 20 Certification of Compliance with the County's Defaulted Property Tax Reduction Program

HUMAN TRAFFICKING

- 21 Zero Tolerance Human Trafficking Policy Certification

REQUIRED FORMS - EXHIBIT 1

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

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

1. Is your firm a corporation or limited liability company (LLC)? **Yes** **No**
If yes, complete:
Legal Name (found in Articles of Incorporation) _____
State _____ Year Inc. _____
2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. Is your firm doing business under one or more DBA's? **Yes** **No**
If yes, complete:
- | Name | County of Registration | Year became DBA |
|-------|------------------------|-----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
4. Is your firm wholly/majority owned by, or a subsidiary of another firm? **Yes** **No**
If yes, complete:
Name of parent firm: _____
State of incorporation or registration of parent firm: _____
5. Has your firm done business as other names within last five (5) years? **Yes** **No**
If yes, complete:
Name _____ Year of Name Change _____
Name _____ Year of Name Change _____
6. Is your firm involved in any pending acquisition or mergers, including the associated company name?
 Yes **No** If yes, provide information:

Proposer acknowledges and certifies that firm meets and will comply with the Propser's Minimum Qualifications as stated in Paragraph 3.0, of this Request for Proposal, as listed below.

Check the appropriate boxes:

3.1 **Yes** **No**

Proposer must have a minimum of two (2) years within the last five (5) years providing (a) assessment, (b) case management, and (c) placement and/or referrals into transitional

services, that are the same or similar to Services indicated in Paragraph 3.0 (Specific Work Requirements), Appendix A (Statement of Work) of this RFP, to the following population:

- Male or female sentenced inmates with substance abuse disorders as well as with mental illness or Co-occurring.

Proposer shall provide references, qualifying experience for Proposer's minimum mandatory requirement listed in this sub-paragraph 3.1 shall be documented through Letters of Confirmation (refer to sub-paragraph 7.8.7 A.1. (Organizational Experience (Section B.1.1))), of this RFP which can include program literature, and written materials describing the history and successful operation of the organization's program and services.

3.2 Yes No

Proposer must have a Project Manager with a minimum of one (1) year of experience within the last three (3) years providing (a) assessment, (b) case management, and (c) placement and/or referrals into transitional services that are the same or similar to Services indicated in Paragraph 3.0 (Specific Work Requirements) Appendix A (Statement of Work) of this RFP, to at least one of the following populations:

- Inmates housed in or just released from a federal, state, city, or county correctional system;
- Parolees, probationers, homeless individuals/families, or substance abuse disorder and rehabilitation individuals/families.

Proposer shall submit a resume and appropriate certifications if required. Include references to verify this experience for the proposed Project Manager.

3.3 Yes No

Proposer utilizes (or will utilize) a comprehensive service-tracking database for the purpose of querying service status, service schedules, placement and/or referral into transitional services, and generating reports.

Proposer shall describe in detail how Proposer's service-tracking database provides, or will provide, the required services outlined under sub-paragraph 3.14 (Service-Tracking Database) of Appendix A (Statement of Work) of this RFP.

REQUIRED FORMS - EXHIBIT 1

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

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

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify) _____						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other

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

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

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

REQUIRED FORMS - EXHIBIT 2
PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

List three (3) references where the same or similar scope of services were provided in order to meet the Minimum Mandatory Requirements stated in this RFP.

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

REQUIRED FORMS - EXHIBIT 3
PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

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

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

REQUIRED FORMS - EXHIBIT 4
PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

List of all contracts that have been terminated or expired within the past three (3) years.

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

REQUIRED FORMS - EXHIBIT 5
CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

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

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

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

Proposer Name

Proposer Official Title

Official's Signature

REQUIRED FORMS - EXHIBIT 6
FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

**REQUIRED FORMS - EXHIBIT 7
REQUEST FOR PREFERENCE CONSIDERATION**

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

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

Request for Local Small Business Enterprise (LSBE) Program Preference

- Meets the revenues and employee size criteria of the federal Small Business Administration and maintains an active registration as a small business in the System for Award Management (SAM) data base; **and**
- Certified as a LSBE by the DCBA.

Request for Social Enterprise (SE) Program Preference

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

Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

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

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

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

DCBA certification is attached.

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

REQUIRED FORMS - EXHIBIT 8
PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 9
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

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

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

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

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

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

_____ YES (subject to verification by County) _____ NO

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

_____ YES _____ NO

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

_____ YES _____ NO _____ N/A (Program not available)

Proposer's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

REQUIRED FORMS - EXHIBIT 10

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

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

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

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

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

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

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

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS – EXHIBIT 11

BUDGET SHEET

FREEDOM THROUGH A SECOND CHANCE PROGRAM SERVICES

REQUIRED FORMS - EXHIBIT 11(1)

BUDGET SCHEDULE

SAMPLE FORMAT

PART ONE - LINE ITEM BUDGET DETAIL BY YEAR

Under Part One, Proposer shall provide a line item budget detail by year for the Contract not to exceed the Contract Sum in accordance with Appendix C (Sample Contract) sub-paragraph 5.1 (Maximum Contract Sum) of the RFP, similar to the sample format shown below.

The line item budget detail shall provide a description of the line item identified as follows:

a. For Personnel Expenses:

A full title for each identified position (include name if position is already filled), number of item(s), and cost. Please note: If Employee Benefits (EBs) are indicated as a separate line item, Proposer must breakdown and described in detail percentage of cost for EBs.

b. For Operating Expenses:

A detailed description of proposed service and/or item and the intended use.

Proposer shall label their Exhibit 11(1) Part One – Line Item Budget Detail by Year under Exhibit 11 (Budget Schedule) and submit in accordance with sub-paragraph 7.9 (Cost Proposal Format, Budget Schedule) of the RFP. Proposer may use additional sheets of the form where necessary.

Freedom Through a Second Chance Program		
Part One - Line Item Budget Detail by Year		
Personnel	FTE	\$ Amount
Project Manager	1.00	0
Case Managers	4.00	0
Salaries	5.00	0
Employee Benefits:		0
FICA		
Workers' Compensation		
Health Benefits		
Retirement		
PTO/Vacation/Sick Time		
Benefits = %		
Total Salaries & Benefits		0
Operating Expenses		
Communications		0
Office Supplies		0
Insurance		0
Staff Training		0
Equipment		0
Curriculum		0
Self Assessment Tools		0
Transporation		
Administrative Fee		
Staff Travel		0
General Operating		0
Total Operating Expenses		0
Total Direct Expenses		0
Indirect Expenses	Unallowable	Unallowable
Total Expenses		0

REQUIRED FORMS - EXHIBIT 11(2)

BUDGET SCHEDULE

SAMPLE FORMAT

PART TWO - BUDGET NARRATIVE DETAIL BY YEAR

Under Part Two, Proposer shall provide a budget narrative detail by year for the Contract not to exceed the Contract Sum in accordance with Appendix C (Sample Contract) sub-paragraph 5.1 (Maximum Contract Sum) of the RFP, similar to the sample format shown below for each line item identified in Part One – Line Item Budget Detail by Year.

The budget narrative detail by year shall provide a thorough and clear explanation and justification of all identified line item budget detail costs, including a description of the intended use of each item as follows:

- For Personnel Expenses, a detailed description of proposed duties should be provided.
- For Operating Expenses, a detailed description of proposed services should be provided.

Proposer shall label their Exhibit 11(2) Part Two - Budget Narrative Detail by Year under Exhibit 11 (Budget Schedule) and submit in accordance with sub-paragraph 7.9 (Cost Proposal Format, Budget Schedule) of the RFP. Proposer may use additional sheets of the form where necessary.

Freedom Through a Second Chance Program		
Part Two- Budget Narrative Detail by Year		
Salaries and Benefits	Salaries	FTE
Program Manager - \$00,000	\$0	1.000
Case Managers - \$00,000	\$0	4.000
TOTAL SALARIES	\$0	5.000
State Unemployment Insurance - %	\$0	
FICA - %	\$0	
Workers' Compensation - %	\$0	
Health Benefits - %	\$0	
Retirement - %	\$0	
TOTAL BENEFITS	\$0	
TOTAL SALARIES & BENEFITS	\$0	
Operating Expenses		
<u>Communications:</u>		
	\$0	
<u>Office Supplies:</u>		
	\$0	
<u>Insurance:</u>		
	\$0	
<u>Staff Training</u>		
	\$0	
<u>Equipment:</u>		
	\$0	
<u>Curriculum:</u>		
	\$0	
<u>Self Assessment Tools:</u>		
	\$0	
<u>General Operating</u>		
Job advertising, client related costs	\$0	
Total Operating Expenses:	\$0	
TOTAL DIRECT COSTS (Salaries & Benefits plus Operating Costs):	\$0	
Indirect Expenses - %: Unallowable under this grant		
TOTAL COSTS:	\$0	

REQUIRED FORMS – EXHIBITS 12 - 18

INTENTIONALLY OMITTED

FREEDOM THROUGH A SECOND CHANCE PROGRAM SERVICES

REQUIRED FORMS - EXHIBIT 19
CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Please Print Name and Title of Signer

REQUIRED FORMS EXHIBIT 20

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT 21

**ZERO TOLERANCE HUMAN TRAFFICKING
POLICY CERTIFICATION**

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

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

REQUEST FOR PROPOSALS (RFP) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

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

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

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

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

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

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

Request submitted by:

(Name)

(Title)

For County use only

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

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

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

WE RECOGNIZE. . . .

The importance of small business to the County. . .

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

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

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

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 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)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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

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

IRS NOTICE 1015

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



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2016)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note: You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

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

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

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

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

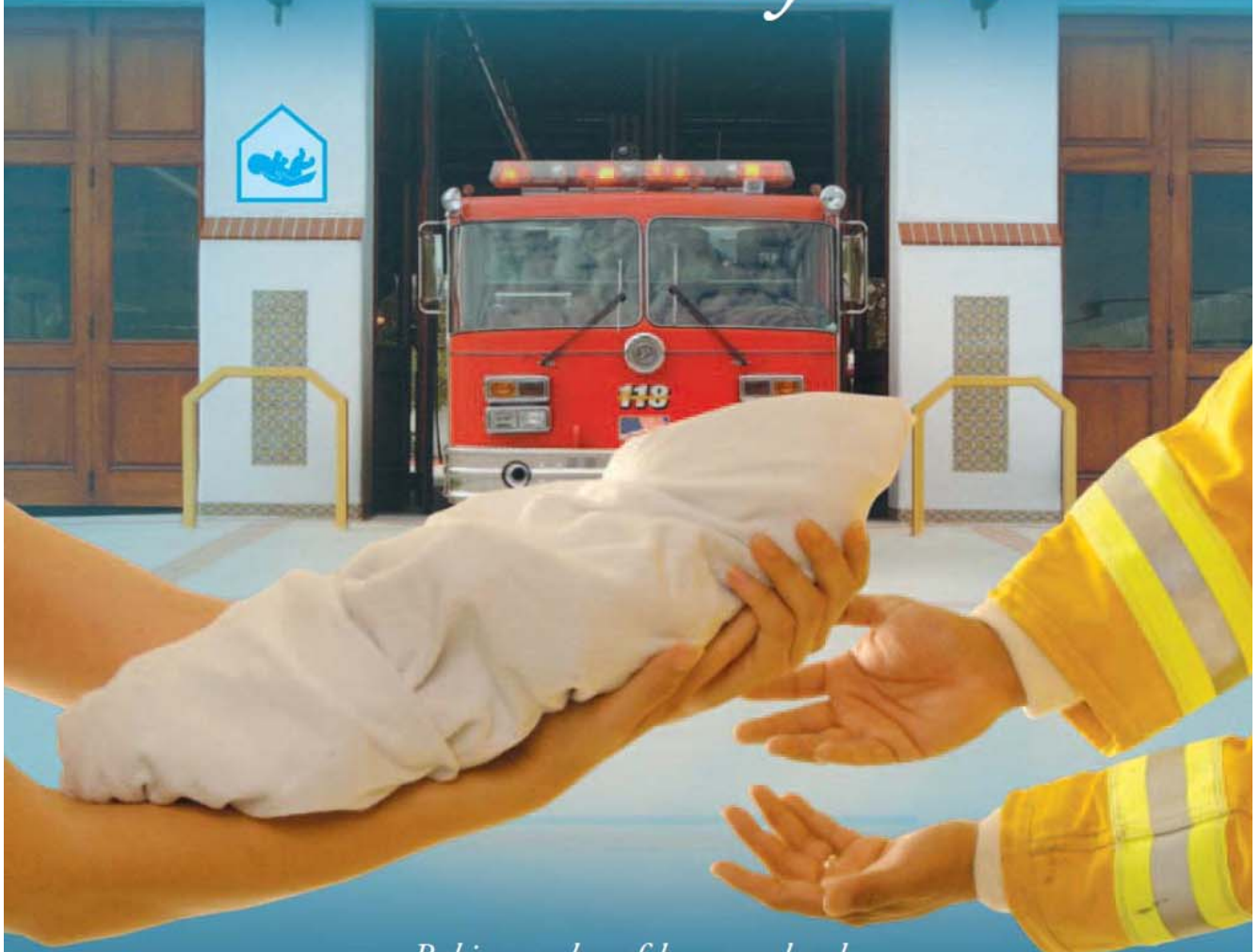
How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2016)

Cat. No. 205991

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

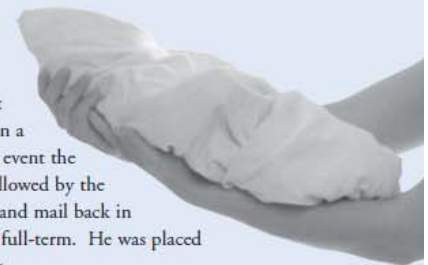
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



APPENDIX K

INTENTIONALLY OMITTED

**FREEDOM THROUGH A SECOND CHANCE
PROGRAM SERVICES**

APPENDIX L

INTENTIONALLY OMITTED

**FREEDOM THROUGH A SECOND CHANCE
PROGRAM SERVICES**

APPENDIX M

INTENTIONALLY OMITTED

**FREEDOM THROUGH A SECOND CHANCE
PROGRAM SERVICES**

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 1 of 2

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 1. Chief Executive Office delegated authority agreements under \$50,000;
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 - 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 - 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)