JERRY E. POWERS
Chief Probation Officer

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT
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September 03, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF A STANDARDIZED CONTRACT WITH CONTRACTORS TO PROVIDE ADULT DAY REPORTING CENTER FACILITIES AND PROGRAM SERVICES FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT

(4th and 5th SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Approval of a standardized contract with contractors to provide Adult Day Reporting Center Facilities and Program Services to moderate and/or high risk adult offenders for the County of Los Angeles Probation Department.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Chief Probation Officer to prepare and execute two (2) contracts substantially similar to the attached standardized contract (Attachment I), with two (2) contractors, to provide Adult Day Reporting Center (DRC) Facilities and Program Services for an estimated amount of $4,680,000 each. The proposed contracts are to commence November 1, 2013 through October 31, 2016, after final approval by County Counsel, as to form.

2. Delegate authority to the Chief Probation Officer to prepare and execute contract amendments to extend the contract terms for up to two (2) additional 12-month periods, at an estimated annual amount of $1,560,000 each, upon approval as to form by County Counsel.

3. Delegate authority to the Chief Probation Officer to prepare and execute amendments to the contracts not to exceed ten percent (10%) of the contract sum and/or one hundred eighty (180) days to the period of performance pursuant to the terms of the contract, upon approval as to form by

County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the Chief Probation Officer, to prepare, sign and execute contracts with two (2) contractors. The contractors will provide DRC facilities and Program Services to moderate and/or high risk adult offenders (participants) supervised by the County of Los Angeles Probation Department (Probation). Contractors shall provide services that address the criminogenic needs of the participants that contribute to re-offending behaviors. Program services include education enhancement and GED preparation, job readiness and job placement, community resource coordination and Cognitive Behavioral Therapy (CBT) treatment intervention. Services will be provided in Supervisorial Districts 4 and 5 within the County of Los Angeles. The recommended contractor for Supervisorial Districts 4 is HealthRIGHT 360 and BI, Incorporated for Supervisorial Districts 5.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the Countywide Strategic Plan, Goal #1 Operational Effectiveness and Goal #3 Integrated Services Delivery. Implementation of the recommendations will enable Probation to provide DRC facilities and program services to moderate and/or high risk adults.

FISCAL IMPACT/FINANCING

For the initial three (3) year term commencing November 1, 2013 through October 31, 2016, the cost for each contract is estimated at $4,680,000. For the two (2) additional 12-month periods, each contract is estimated at an annual amount of $1,560,000. These costs are 100% offset by SB678 funds. There is no net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The initial term of each contract shall be November 1, 2013 through October 31, 2016. There is no departmental relations impact since these are not Proposition A contracts. Probation has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contracts.

The standardized contract contains the Board's required contract provisions, including those pertaining to consideration of qualified county employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support Program.

In accordance with the Chief Executive Office memorandum dated July 19, 2002, the proposed contractors have been instructed to register on WebVen.

The County will not request the contractors to perform services that exceed the Board approved contract amount, scope of work, and/or contract term.

County Counsel has reviewed and approved the standardized contract as to form.

CONTRACTING PROCESS

To solicit for these services, a competitive Request for Proposals (RFP) process was utilized and issued on November 16, 2012. Through the solicitation and competitive negotiation process, approximately 726 solicitation letters were sent to service providers.

Advertisements were run in the Los Angeles Times, Eastern Group Publications and the Lynwood Journal. The solicitation information was also made available through the Internet on the County of Los Angeles Internal Services Department and the Probation websites. As a result, twenty (20) contractors registered for the Mandatory Proposers' Conference and twenty-seven (27) potential providers attended the conference.

Eight (8) proposals were received and evaluated using the initial screening "pass/fail" process which was consistent with the Selection Process and Evaluation Criteria set forth in the RFP. The proposal submitted by Community Solutions, Inc. for Supervisorial District 5, did not pass the initial screening and did not proceed to the final evaluation process.

Two (2) evaluation committees were formed to evaluate the seven (7) proposals that passed the initial screening process. Financial subject matter experts evaluated the financial/budget portions of the proposals. Evaluation committee members objectively evaluated the proposals submitted by the following proposers by supervisorial districts:

Supervisorial District 4:
1. HealthRIGHT 360
2. BI, Incorporated
3. Community Education Centers

Supervisorial District 5:
1. BI, Incorporated
2. Community Education Centers
3. Behavioral Systems Southwest
4. Paving the Way Foundation

The proposals were rated and scored by the evaluation committees using a point system that covered: 1) proposer's qualifications, 2) proposer's approach to provide required services, and 3) proposer's quality control plan.

HealthRIGHT 360 received the highest overall rating for Supervisorial District 4 and BI, Incorporated received the highest overall rating for Supervisorial District 5. HealthRight 360 and BI, Incorporated submitted responsive proposals that reflected a good understanding of the services to be provided. HealthRIGHT 360 and BI, Incorporated outlined a quality plan and demonstrated that they were experienced and capable of providing the required services. There were no protests received as part of this solicitation.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable Probation to provide Adult Day Reporting Center Facilities and Program Services to moderate and/or high risk offenders.

Respectfully submitted,

JERRY E. POWERS
Chief Probation Officer

JEP:TH:DS:td

Enclosures

c: Executive Office/Clerk of the Board
County Counsel
Chief Executive Office

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

TO PROVIDE

AN ADULT DAY REPORTING CENTER (DRC) FACILITY

AND PROGRAM SERVICES

TERM PENDING

CONTRACT NO. XXX XX XXX

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)
TO PROVIDE
AN ADULT DAY REPORTING CENTER (DRC) FACILITY AND PROGRAM SERVICES

This Contract and Exhibits made and entered into this ___ day of _____, ____ by and between the County of Los Angeles, hereinafter referred to as COUNTY and _____, hereinafter referred to as CONTRACTOR. _____ is located at _____.

RECITALS

WHEREAS, the County of Los Angles Probation Department has a need for an Adult Day Reporting Center Facility and Program Services; and

WHEREAS, the COUNTY through its Probation Officer, is authorized to contract under California Governmental Code Section 31000;

WHEREAS, the CONTRACTOR is duly qualified to engage in the business of providing an adult day reporting center facility and program services as set forth hereunder and warrants that it possesses the licenses, competence, experience, preparation, organization, staffing and facilities to provide services as described in this Contract;

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

PREAMBLE

For over a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY'S contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY'S vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards. The County of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Integrity
- Commitment
- A Can-Do Attitude

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- Compassion
- Respect for Diversity

These shared values are encompassed in the COUNTY Mission to enrich lives through effective and caring service and the COUNTY Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY'S outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in integrating the COUNTY'S health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.
- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The COUNTY service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.

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- In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- COUNTY agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- The COUNTY human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the COUNTY human services system for children and families should ultimately be judged by whether it helps achieve the COUNTY'S five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the community will continue to work together to develop ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following *Customer Service And Satisfaction Standards* in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs

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- Explain procedures clearly
- Build on the strengths of families and communities

Service Access
Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment
Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeal procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, G1, G2, G3, H, I, J, K, L, M, N, O, P, Q, Q1, R, S, T, U, V, W and X 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 Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work (SOW)
1.2 EXHIBIT B - Budget
1.3 EXHIBIT C - Intentionally Omitted
1.4 EXHIBIT D - Contractor's EEO Certification

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1.5	EXHIBIT E -	County's Administration
1.6	EXHIBIT F -	Contractor's Administration
1.7	EXHIBIT G -	Employee's Acknowledgment of Employer
	EXHIBIT G1 -	Contractor Acknowledgment and Confidentiality Agreement
	EXHIBIT G2 -	Contractor Employee Acknowledgment and Confidentiality Agreement
	EXHIBIT G3 -	Contractor Non-Employee Acknowledgment and Confidentiality Agreement
1.8	EXHIBIT H -	Jury Service Ordinance
1.9	EXHIBIT I -	Safely Surrendered Baby Law
1.10	EXHIBIT J -	Intentionally Omitted
1.11	EXHIBIT K -	Intentionally Omitted
1.12	EXHIBIT L -	Intentionally Omitted
1.13	EXHIBIT M -	Intentionally Omitted
1.14	EXHIBIT N -	Intentionally Omitted
1.15	EXHIBIT O -	Charitable Contributions Certification
1.16	EXHIBIT P -	Background Forms
1.17	EXHIBIT Q -	Sexual Harassment Policy
	EXHIBIT Q1 -	Sexual Harassment/Discrimination/Retaliation Prohibited Form
1.18	EXHIBIT R -	Defaulted Property Tax Reduction Program/Form
1.19	EXHIBIT S -	Contractor's Discrepancy Report
1.20	EXHIBIT T -	Confidentiality of CORI Information
1.21	EXHIBIT U -	Performance Requirements Summary (PRS Chart)
1.22	EXHIBIT V -	Supervisorial District ZIP Codes
1.23	EXHIBIT W -	Outline Specifications
1.24	EXHIBIT X -	Office Equipment, Supplies, and Services

This Contract, the Exhibits and the CONTRACTOR'S Proposal, incorporated herein by reference, dated **January 25, 2013,** hereto constitute 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 Paragraph 8.1, Amendments, and signed by both parties.

2.0 DEFINITIONS

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

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2.1 **Contract:** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the *Statement of Work, Exhibit A*.

2.2 **CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a Contract with the COUNTY to perform or execute the work covered by the Statement of Work.

2.3 **CONTRACTOR Project Director:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.

2.4 **COUNTY Contract Manager:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.

2.5 **COUNTY Contract Monitor:** Person with the responsibility to monitor the Contract. Responsible for providing reports to COUNTY Contract Manager and COUNTY Program Manager.

2.6 **COUNTY Program Manager:** Person designated by COUNTY to manage the daily operations under this Contract.

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

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

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 in *Exhibit A, Statement of Work.*

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 be for a three-year period commencing upon execution by the Chief Probation Officer. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of the Contractor, by mutual written agreement, for

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up to two (2) additional twelve (12) month periods for a maximum total Contract term of five (5) years.

4.2 Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of the CONTRACTOR. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

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.

4.3 The CONTRACTOR shall notify the County of Los Angeles Probation Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the CONTRACTOR shall send written notification to the County of Los Angeles Probation Department at the address herein provided in *Exhibit E, County's Administration*.

5.0 CONTRACT SUM

5.1 The contract fee under the terms of this Contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR on a cost reimbursement basis for supplying all services specified under this contract. The total sum, inclusive of all applicable taxes, is estimated at $4,680,000 for the three year term of the contract. The two (2) subsequent 12-month option periods is estimated at an annual amount of $1,560,000. Notwithstanding said limitations of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.

The Contractor shall submit monthly invoices for actual costs incurred for services performed under this Contract. The Contractor shall retain all relevant supporting documents and make them available to COUNTY at any time for audit purposes. Invoices shall be specific as to the services provided.

COUNTY shall pay CONTRACTOR up to fifteen percent (15%) administrative/indirect actual costs of the total contract amount for each contract period. Administrative/indirect costs shall not be in addition to, but a part of, the maximum contract amount.

The Contractor shall submit monthly invoices for actual costs incurred for administrative/indirect costs. The Contractor shall retain all relevant

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supporting documents and make them available to COUNTY at any time for audit purposes. Invoices shall be specific as to the actual administrative/indirect costs incurred.

5.1.1 Unspent Funds

The Contractor shall return to the COUNTY any unspent funds in excess of actual costs for the provision of services under this Contract at the end of each fiscal year. CONTRACTOR must return to COUNTY any funds received in excess of actual costs. CONTRACTOR agrees to be bound by applicable COUNTY unsupported and disallowed cost procedures, rules and regulations, and to repay to the COUNTY any amount which is found to violate the terms of this CONTRACT or applicable COUNTY provisions.

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

5.3 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 total Contract authorization under this Contract. Upon occurrence of this event, the CONTRACTOR shall send written notification to County of Los Angeles Probation Department at the address herein provided in *Exhibit E, County's Administration*.

5.4 **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.

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5.5 INVOICES AND PAYMENTS

5.5.1 The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A, Statement of Work,* and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Contract. The CONTRACTOR'S payments shall be as provided in *Exhibit B, Budget,* and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing, no payment shall be due to the CONTRACTOR for that work.

5.5.2 The CONTRACTOR'S invoices shall be priced in accordance with *Exhibit B, Budget.*

5.5.3 The CONTRACTOR'S invoices shall contain the information set forth in *Exhibit A, Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Probation: **DRC, Program Manager**
County of Los Angeles Probation Dept.
9150 E. Imperial Highway
Downey, California 90242

5.5.6 **County Approval of Invoices**

All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY'S Program Manager 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.

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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 shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY'S CONTRACT MANAGER

The responsibilities of the COUNTY'S Contract Manager include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the CONTRACTOR in areas relating to COUNTY policy, information requirements, and procedural requirements.

6.2 COUNTY'S PROGRAM MANAGER

The responsibilities of the COUNTY'S Program Manager include:

- meeting with the CONTRACTOR'S Project Director on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the CONTRACTOR.

The COUNTY'S Program 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 MONITOR

The COUNTY's Contract Monitor is responsible for the monitoring of the Contract and the CONTRACTOR. The COUNTY's Contract Monitor provides reports to COUNTY'S Contract Manager and COUNTY'S Program Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR'S PROJECT DIRECTOR

7.1.1 CONTRACTOR shall provide its own full time officer or employee as CONTRACTOR'S Project Director. The CONTRACTOR'S Project Director/alternate shall be available for telephone contact between 8:00 a.m. and 5:00 p.m., PT, Monday through Friday,

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excluding COUNTY holidays. The CONTRACTOR'S Project Director shall provide overall management and coordination of this Contract and shall act as the central point of contact with COUNTY.

7.1.2 When Contract work is being performed at times other than described above or when the CONTRACTOR'S Project Director cannot be present, and with prior approval of the COUNTY Program Manager, an equally responsible individual shall be designated to act for the CONTRACTOR'S Project Director.

7.1.3 CONTRACTOR's Project Director shall act as a central point of contact with the COUNTY. CONTRACTOR's Project Director shall have experience in a position of a Project Director for a minimum of two (2) years within the last five (5) years, or hold a bachelor's degree in business management, education, criminal justice, administration of justice, psychology, sociology or a related field, and is a current employee of the agency.

7.1.4 CONTRACTOR'S Project Director/alternate shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of the Contract. CONTRACTOR'S Project Director/alternate shall be able to effectively communicate in English, both orally and in writing.

7.1.5 CONTRACTOR'S Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.

7.1.6 COUNTY shall have the right of review and approval of the CONTRACTOR'S Project Director. COUNTY shall have the right of removal of the CONTRACTOR'S Project Director and any replacement recommended by CONTRACTOR.

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 Director.

7.2.1 CONTRACTOR Personnel

7.2.1.1 CONTRACTOR shall be responsible for providing competent staff to fulfill the Contract. COUNTY shall have the right to review and approve potential staff prior to performing services under this Contract.

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7.2.1.2 CONTRACTOR shall ensure that by the first day of employment, all persons working on this Contract have signed an acknowledgment form regarding confidentiality that meets the standards of the County of Los Angeles Probation Department for COUNTY employees having access to confidential Criminal Offender Record Information (CORI). **CONTRACTOR shall retain the original CORI form and forward a copy to COUNTY Contract Manager within five (5) business days of start of employment.** *(Refer to Exhibit T, Confidentiality of CORI Information.)*

7.2.1.3 All personnel must be able to read, write, spell, speak, and understand English.

7.2.1.4 COUNTY reserves the right to have COUNTY Program Manager or a designated alternate, interview any or all prospective employees of CONTRACTOR.

7.2.2 Contractor Employee Acceptability

COUNTY reserves the right to preclude the CONTRACTOR staff from performing services under this Contract. The CONTRACTOR shall be responsible for immediately removing and replacing within twenty-four (24) hours, any employee from work on this Contract, when requested to do so by the COUNTY Contract Manager.

7.3 INTENTIONALLY OMITTED

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

Background and security investigations of CONTRACTOR's staff are required as a condition of beginning and continuing work under resulting Contract. The cost of background checks is the responsibility of the CONTRACTOR. CONTRACTOR shall be responsible for the ongoing implementation and monitoring of *sub-paragraphs 7.4.1 through 7.4.7*. On at least a quarterly basis, CONTRACTOR shall report, in writing, monitoring results to the COUNTY, indicating compliance or problem areas. The elements of the monitoring report shall receive prior written approval from COUNTY.

7.4.1 CONTRACTOR shall submit the names of CONTRACTOR's or SUBCONTRACTOR's employees to the County Program Manager prior to the employee starting work on this Contract. The COUNTY

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will schedule appointments to conduct background investigation/record checks based on fingerprints of CONTRACTOR's or SUBCONTRACTOR's employees, and shall conduct background investigations of CONTRACTOR's or SUBCONTRACTOR's employees at any time. **The CONTRACTOR'S or SUBCONTRACTOR's employees shall not begin work on this Contract before receiving written notification of clearance from COUNTY.**

7.4.2 No personnel employed by the CONTRACTOR or SUBCONTRACTOR for this service having access to County of Los Angeles Probation Department information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to COUNTY and employment of the employee for this service is approved in writing by the COUNTY.

7.4.3 COUNTY reserves the right to preclude CONTRACTOR or SUBCONTRACTOR from employment or continued employment of any individual performing services under this Contract.

7.4.4 No CONTRACTOR or SUBCONTRACTOR staff providing services under this contract shall be on active probation or parole.

7.4.5 No personnel employed by the CONTRACTOR or SUBCONTRACTOR for this Contract that has been on probation or parole and has sustained a violation or any circumstance leading to custody/confinement time within the last three years prior to proposed employment, shall be eligible to provide services on this contract. All CONTRACTOR or SUBCONTRACTOR staff performing services under this Contract shall be able to demonstrate at least 3 years of no confinement time and lawful behavior. The three years may include the period of supervision on probation or parole. The CONTRACTOR or SUBCONTRACTOR may appeal any disqualifications which will be reviewed on a case by case basis with the final decision remaining with the County.

7.4.6 CONTRACTOR or SUBCONTRACTOR staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the COUNTY.

7.4.7 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR's or SUBCONTRACTOR's employees; COUNTY will bill CONTRACTOR to recover expenses. The current

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amount is $32.00 per record check, which is subject to change by the State.

7.5 CONFIDENTIALITY

The CONTRACTOR shall be responsible for safeguarding all COUNTY information provided for use by the CONTRACTOR.

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 inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.2.1 CONTRACTOR shall sign and adhere to the provisions of *Exhibit G1, Contractor Acknowledgement and Confidentiality Agreement.*

7.5.2.2 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*.

7.5.2.3 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.*

7.5.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or Subcontractors, to comply with this Paragraph 7.5, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR'S indemnification obligations under this 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

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

7.5.4 Confidentiality of Adult and Juvenile Records

By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all adult and juvenile records and Probation case information provided to CONTRACTOR is confidential and no such information shall be disclosed to anyone except those authorized employees of the County of Los Angeles Probation Department and law enforcement agencies.

7.5.5 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign *(Refer to Exhibit T, Confidentiality of CORI Information)* regarding confidentiality of the information in adult and juvenile records. CONTRACTOR shall retain original CORI forms and forward copies to the COUNTY Program Manager within five (5) business days of start of employment.

7.5.6 Violations: CONTRACTOR agrees to inform all of its employees, agents, Subcontractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor.

7.6 NEPOTISM

CONTRACTOR shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR.

For the purposes of this Paragraph, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

The term "administrative capacity" means persons who have overall administrative responsibility for a program including selection, hiring, or supervisory responsibilities.

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8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the CONTRACTOR and by the Chief Probation Officer or his/her designee.

8.1.2 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 prepared and executed by the CONTRACTOR and by the Chief Probation Officer or his/her designee.

8.1.3 The Chief Probation Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0, Term of Contract. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the Chief Probation Officer or his/her designee.

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

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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 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.

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8.5 COMPLAINTS

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

8.5.1 Within fifteen (15) business days after Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR'S policy for receiving, investigating and responding to user complaints.

8.5.2 The COUNTY will review the CONTRACTOR'S policy and provide the CONTRACTOR with approval of said plan or with requested changes.

8.5.3 If the COUNTY requests changes in the CONTRACTOR'S policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.

8.5.4 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR'S policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

8.5.5 The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY'S Program 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 Program 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

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any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR'S indemnification obligations under this Paragraph 8.6 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or 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 SERVICE 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 Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H, Jury Service Ordinance,* and incorporated by reference into and made a part of this Contract.

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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 agreement.

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

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"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.

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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 PROGRAM 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.

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

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or proposing on, or being awarded, and/or performing work on COUNTY Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

8.12.3 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,

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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.

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8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

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

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY'S policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 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 Contract 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).

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8.15 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR'S compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this 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.

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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 Amendments prepared pursuant to Paragraph 8.1, Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to 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

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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

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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 As previously instructed in Paragraph 7.5, Confidentiality, the CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to *Exhibit G2, Contractor Employee Acknowledgment and Confidentiality Agreement.* The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to *Exhibit G3, Contractor Non-Employee Acknowledgment and Confidentiality Agreement.* Original to be retained on file with CONTRACTOR, a copy is to be sent to COUNTY Program Manager.

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 REQUIREMENTS

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 Paragraphs 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.

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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 10 days prior to Contractor's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or 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:

Thomas Delury, Contract Analyst
County of Los Angeles Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D-63
Downey, CA 90242

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- 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) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.

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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 **Sub-Contractor Insurance Coverage Requirements**

CONTRACTOR shall include all Subcontractors as insureds under CONTRACTOR'S own policies, or shall provide COUNTY with each Subcontractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the COUNTY and CONTRACTOR as additional insureds on the

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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.

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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 REQUIREMENTS

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.

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8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Chief Probation Officer, or his/her designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, 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 Chief Probation Officer, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Chief Probation Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the Chief Probation Officer, or his/her designee, will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Chief Probation Officer, or his/her designee, 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 *Exhibit U, Performance Requirements Summary (PRS) Chart*, 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) 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

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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,

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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 Paragraph 8.28 when so requested by the COUNTY.

8.28.7 If the COUNTY finds that any provisions of this 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.

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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 of Los Angeles Probation Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this 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 Program Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY'S Program Manager is not able to resolve the dispute, the Chief Probation Officer, 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.

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, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I, Safely Surrendered Baby Law,* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

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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, 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) days' prior written notice thereof to the other party. The Chief Probation Officer or his/her designee 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 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 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

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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 Program Manager. 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 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,

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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 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 may 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.

8.38.4 CONTRACTOR agrees to be bound by applicable COUNTY unsupported and disallowed cost procedures, rules and regulations, and to repay to COUNTY any amount, with its earned interest, which is found to violate the terms of this Contract or applicable COUNTY provisions.

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8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this 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 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 Contract Manager 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

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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:

Thomas Delury, Contract Analyst
County of Los Angeles Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D-63
Downey, CA 90242

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 Paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the CONTRACTOR 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 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

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date upon which such termination becomes effective shall be no less than ten (10) 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 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 Contract Manager:

- 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) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.43.2 In the event that the COUNTY terminates this 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

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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 Paragraph 8.43, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this 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 Paragraph 8.42, Termination for Convenience.

8.43.5 The rights and remedies of the COUNTY provided in this 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

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

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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 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,

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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

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

Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206 *(Exhibit R, Defaulted Property Tax Reduction Program/Form).*

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 8.51 – Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within 10 days of notice shall be grounds upon which COUNTY may terminate this CONRACTOR and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206 *(Exhibit R, Defaulted Property Tax Reduction Program/Form).*

9.0 UNIQUE TERMS AND CONDITIONS

9.1 INTENTIONALLY OMITTED

9.2 INTENTIONALLY OMITTED

9.3 INTENTIONALLY OMITTED

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9.4 INTENTIONALLY OMITTED

9.5 INTENTIONALLY OMITTED

9.6 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, 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)

9.7 INTENTIONALLY OMITTED

9.8 SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION TRAINING

9.8.1 CONTRACTOR shall provide training to their employees on sexual harassment, discrimination, and retaliation. This training shall be comparable to that provided by the County of Los Angeles Probation Department to its own staff based upon County Code Section 5.09. *(Exhibit Q, Sexual Harassment Policy)*

9.8.2 CONTRACTOR shall provide County of Los Angeles Probation Department with a Certified Document *(Exhibit Q1, Sexual Harassment/ Discrimination/Retaliation Prohibited Form)* noting that each individual employee has received the requisite training and has acknowledged in writing that he/she received the training and is familiar with the policies and reporting procedures. Such confirmation documentation will be required from the CONTRACTOR'S staff before performing services under this Contract.

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IN WITNESS WHEREOF, the County of Los Angeles and (Contractor) have caused this Contract to be executed on their behalf by their authorized representatives, the day, month and year first above written. The person signing on behalf of (Contractor) warrants that he or she is authorized to bind the (Contractor), and attest under penalty of perjury to the truth and authenticity of representations made and documents submitted and incorporated as part of this Contract.

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

By _____ _____
JERRY E. POWERS Date
CHIEF PROBATION OFFICER

(Contractor)

By_____

_____
Name (Typed or Printed)

_____
Title

_____
Date

APPROVED AS TO FORM:

JOHN F. KRATTLI
COUNTY COUNSEL

By _____ _____
MILLICENT L. ROLON Date
PRINCIPAL DEPUTY COUNTY COUNSEL

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EXHIBIT A

STATEMENT OF WORK

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EXHIBIT A
STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

1.1 CONTRACTOR shall provide an Adult Day Reporting Center (DRC) Facility and Program Services to moderate and/or high risk adult offenders (participants) supervised by the County of Los Angeles (COUNTY). The DRC Facility must be located within one of the zip codes listed in *Exhibit V,* for which services are being proposed.

CONTRACTOR shall provide highly structured intervention Program Services to participants at the DRC Facility. The primary goals of the DRC Program Services are to reduce the risk factors proven to be linked with increased likelihood of recidivism and to address criminogenic needs. CONTRACTOR shall work with the COUNTY to ensure that the Program Services are provided in a consistent and coordinated manner. CONTRACTOR shall serve approximately 800 participants annually. The DRC Facility shall accommodate a minimum of 100 participants at any given time. CONTRACTOR shall be required to provide Program Services to participants in the DRC Facility for which services are being proposed

1.2 CONTRACTOR shall provide DRC Program Services in a classroom setting. DRC Program Services shall not exceed one and one-half hours, per class, unless approved by COUNTY. CONTRACTOR shall offer classes weekly to meet the needs of the COUNTY.

CONTRACTOR shall provide the COUNTY Program Manager with a monthly schedule of classes for COUNTY approval, 90 days prior to start of classes. COUNTY shall inform CONTRACTOR of shifts in classes. CONTRACTOR will have 60 days to modify the number of classes.

CONTRACTOR shall be required to maintain a sign-in sheet for each class and a monthly schedule of classes that includes dates, times, and participants enrolled.

The CONTRACTOR shall make available, on a cost reimbursement basis, the following:

1.2.1 DRC Facility and Equipment

1.2.2 DRC Program Services

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1.2.2.1 Intake Assessment

1.2.2.2 Participant Case File

1.2.2.3 Individualized Vocational Assessment and Employment Eligibility Support Services

1.2.2.4 Job Readiness and Job Placement Services

1.2.2.5 Education Enhancement & GED Preparation Services

1.2.2.6 Cognitive-Behavioral Therapy (CBT) Treatment Intervention

1.2.2.7 Community Resource Coordination Services

1.3 COUNTY shall provide a participant case plan and service referral to the CONTRACTOR. Designated, approved COUNTY staff will use referral forms to refer potential program participants to the CONTRACTOR for services. All referrals must originate from COUNTY. Self-referrals by agencies are not permitted. CONTRACTOR shall not solicit or accept participants to this program without referral from COUNTY.

2.0 SPECIFIC TASKS

To meet the stated goals and objectives, CONTRACTOR shall provide the following:

2.1 DRC Facility and Equipment

2.1.1 CONTRACTOR shall provide a DRC Facility that accommodates COUNTY staff, CONTRACTOR staff, and a minimum of one hundred (100) program participants at any given time as specified in *Exhibit W*, Outline Specifications. In addition, CONTRACTOR shall provide office equipment, supplies and services as specified in *Exhibit X*.

2.1.2 CONTRACTOR shall provide a DRC Facility that is in compliance with the Americans with Disabilities Act (ADA).

2.1.3 CONTRACTOR shall provide documentation that the DRC Facility is in compliance with applicable use ordinance as well as applicable building sanitation, health, safety and fire codes.

2.1.4 CONTRACTOR shall have up to 120 days after contract award to secure an approved Conditional Use Permit (CUP) and 90 days thereafter to make the needed building refurbishments to meet the

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needs and/or requirements for the DRC Facility as outlined in the RFP. CONTRACTOR must have secured the DRC Facility and completed the aforementioned no later than 210 days after contract award and must be ready for inspection on or before the 210 day timeline. If it is found upon completion of inspection that additional site work is required this work must be completed within 30 days. CONTRACTOR must own or obtain a lease for the DRC Facility for the entire duration of the contract unless approved by the COUNTY.

2.1.5 CONTRACTOR shall acquire and maintain throughout the term of the contract an approved zoning letter for the DRC Facility to provide the required services. The zoning letter must be signed by an official of the city/county indicating that the facility location is not in violation of any zoning requirements or that the city/county does not object to the services being provided at the specified address. CONTRACTOR shall acquire the approved zoning letter no later than 210 days after contract award and maintain it for the term of the contract.

2.1.6 CONTRACTOR shall ensure that there are a minimum of <u>two</u> CONTRACTOR staff present at the facility during all hours of operation.

2.1.7 Upon occupancy of the DRC Facility, the CONTRACTOR shall have written mutual aid agreements with local law enforcement agencies and related public agencies to be activated in emergencies, including situations requiring the immediate closure of the facility.

2.1.8 Upon occupancy of the DRC Facility, the CONTRACTOR shall have written procedures pertaining to fire prevention and safety requirements. Additionally, the CONTRACTOR shall have written evacuation and emergency procedures that includes, but is not limited to, instructions for the following:

2.1.8.1 Immediate notification of the fire department (inclusive of the designated fire department's address and telephone number);

2.1.8.2 Alert notification and/or evacuation of all occupants;

2.1.8.3 Notification of authorities;

2.1.8.4 Evacuation routes and procedures;

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2.1.8.5 Clear, concise and site-specific emergency evacuation floor plans shall be posted at every occupied floor location throughout the DRC Facility. The evacuation diagram plans shall be placed in tamper-proof frames and include the following:

2.1.8.5.1 Evacuation diagram plan that identifies the "You Are Here" locations that are compatible with the building floor plan.

2.1.8.5.2 Evacuation plans, which include the location of building exits, fire extinguishers, pull-stations, fire hose cabinets, and first aid supplies.

2.1.8.5.3 Emergency and evacuation procedures, including diagrammed evacuation routes, shall be communicated to each new participant upon arrival.

2.1.8.6 Indoor smoking at the DRC Facility shall be prohibited in accordance with COUNTY policy and State law. The CONTRACTOR shall post "NO-SMOKING" signs in all designated visiting areas, and in the main office of the facility in full view of participants, staff and visitors.

2.2 DRC Program Services

2.2.1 Intake Assessment

CONTRACTOR shall provide an assessment to determine dosage and duration of services. CONTRACTOR's assessment tool shall be approved by COUNTY. CONTRACTOR shall develop a service plan based on the COUNTY's case plan and CONTRACTOR's intake assessment. CONTRACTOR shall provide participants an overview of their service plan.

2.2.2 Participant Case File

CONTRACTOR shall maintain a case file for each participant with documentation of services provided. All case files shall be made available for announced and unannounced COUNTY inspection. All case files must be maintained and secured in a locked cabinet. At a minimum, case files shall include the following:

2.2.2.1 Referral form

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2.2.2.2 Completed assessment

2.2.2.3 Service plan indicating dosage and duration

2.2.2.4 Progress notes

2.2.2.5 Signed receipts for bus tokens, if applicable

2.2.3 Individualized Vocational Assessment and Employment Eligibility Support Services

2.2.3.1 Based on participant's service plan, CONTRACTOR shall complete a vocational assessment for participants using an industry-recognized and validated assessment instrument within seven (7) business days of receipt of COUNTY referral. CONTRACTOR shall present COUNTY with the proposed assessment instrument as approved by COUNTY. At a minimum, the vocational assessment instrument shall identify the participant's:

2.2.3.1.1 Traits (Actions, behaviors, and attitudes);

2.2.3.1.2 Strengths/weaknesses as they relate to employability;

2.2.3.1.3 Skills;

2.2.3.1.4 Interests;

2.2.3.1.5 Learning Verbal and Numerical Aptitude; and

2.2.3.1.6 Typing and Computer Skills

2.2.3.2 The vocational assessment instrument shall:

2.2.3.2.1 Be validated, as determined by COUNTY;

2.2.3.2.2 Be appropriate for the target population;

2.2.3.2.3 Be interpreted correctly and integrated with other knowledge about the

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participant, including gender specific issues/needs;

2.2.3.2.4 Result in a vocational case plan for all participants

2.2.3.3 Participants shall be assessed by CONTRACTOR staff that are properly trained and experienced in utilizing assessment techniques and instruments. The vocational case plan outlines the participant's employment goal and plan.

2.2.3.4 CONTRACTOR shall make every effort to ensure that participants acquire all employment eligibility support documents that are necessary for employment, including but not limited to, social security cards, and valid photo identification cards.

2.2.3.5 CONTRACTOR shall send the completed vocational case plan and release of confidentiality information form within five (5) business days of completion of the vocational assessment via email to the referring COUNTY DPO.

2.2.3.6 The vocational case plan shall include the following:

2.2.3.6.1 Specific services to be provided;

2.2.3.6.2 Dates and times of scheduled services;

2.2.3.6.3 Estimated completion date of services;

2.2.3.6.4 Location of services; and

2.2.3.6.5 The method of transportation the participant will utilize to receive services

2.2.3.7 CONTRACTOR will be required to provide participants with bus tokens, as needed, for a maximum of five (5) business days for travel to and from locations associated with Employment Eligibility Support Services.

2.2.3.8 All participants shall have a case file with documentation of services provided. All case files shall be made available for announced and unannounced COUNTY inspection. All case files

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must be maintained and secured in a locked cabinet. At a minimum, case files shall include the following:

2.2.3.8.1 Referral form

2.2.3.8.2 Completed vocational assessment instrument

2.2.3.8.3 Vocational case plan

2.2.3.8.4 Progress notes

2.2.3.8.5 Signed receipts for bus tokens

2.2.3.8.6 Copy of valid identification

2.2.3.8.7 Copy of Social Security Card

2.2.3.8.8 Copy of release of confidentiality information form

2.2.3.9 At a minimum, CONTRACTOR shall have the following outcome for services under Individualized Vocational Assessments and Employment Eligibility Support Services:

2.2.3.9.1 Ninety percent (90%) of all eligible participants referred shall complete a vocational assessment and have a vocational case plan, including employment eligibility support forms.

2.2.4 Job Readiness and Job Placement Services

2.2.4.1 Based on participant's service plan, CONTRACTOR shall start Job Readiness and Job Placement services for participants within five (5) business days of completion of vocational assessment.

2.2.4.2 CONTRACTOR shall place participants in part-time or full-time job placement. Full-time job placement is defined as being employed for a minimum of thirty-two (32) hours per week and part-time job placement is defined as being employed a minimum of twenty (20) hours per week in accordance to the Work Investment Act (WIA) guidelines.

2.2.4.3 CONTRACTOR shall secure subsidized and/or unsubsidized employment slots for participants by

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collaborating with Work-Source Centers, Workforce Investment Boards (WIBS), Foundations, Community Based Organizations (CBOs), Faith Based Organizations (FBOs), private and local government agencies, education institutions, and vocational trade schools to provide employment opportunities, funding, job incentives, and supportive services.

2.2.4.4 CONTRACTOR shall provide job readiness training workshops that will prepare participants for employment. Job readiness training workshops shall be a minimum of 1 ½ to 2 hours in duration and include the following:

2.2.4.4.1 Basic skills (written and oral)

2.2.4.4.2 Applications, cover letter, resume writing, and follow up with thank you letter;

2.2.4.4.3 Job mock interviews and practice/techniques;

2.2.4.4.4 Orientation/Life skills/Soft skills;

2.2.4.4.5 Healthy relationships – This workshop focuses on respect, domestic violence, anger problems, consequences, child support, responsibilities, ethics in the workplace, goals, role modeling, mentorship, and good parenting;

2.2.4.4.6 Job search techniques;

2.2.4.4.7 Grooming, hygiene, visual tattoos, and proper work habits;

2.2.4.4.8 Anger management;

2.2.4.4.9 Good citizenship;

2.2.4.4.10 Work-based learning;

2.2.4.4.11 Financial Literacy

2.2.4.5 CONTRACTOR shall provide a minimum of 5 job readiness training workshops to each participant within forty-five (45) calendar days of the participant's initial vocational assessment.

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2.2.4.6 CONTRACTOR shall provide a job readiness training workshop on work ethics as it pertains to authority and the work environment, self-control in the workplace, problem solving, an appropriate workplace attitude and social behaviors at the workplace.

2.2.4.7 CONTRACTOR shall provide participant a certificate of completion within five (5) business days of completing job readiness training and a send copy to the referring COUNTY DPO and COUNTY'S central email depository.

2.2.4.8 Worksites where participants are placed shall not be detrimental to the health, education, or welfare of the participant. CONTRACTOR shall be responsible for compliance with all laws governing the required services at all times.

2.2.4.9 CONTRACTOR may be required to provide participants with bus tokens for a maximum of twenty (20) days for travel to and from locations associated with Job Readiness and Job Placement.

2.2.4.10 CONTRACTOR shall have the following outcomes for services under Job Readiness and Job Placement services:

2.2.4.10.1 Sixty-five percent (65%) of participants shall receive a certificate of completion for Job Readiness and be subsequently placed in full-time/part-time employment.

2.2.4.11 Employment Retention

2.2.4.11.1 CONTRACTOR shall track participants at 30, 90, and 120 day intervals. Employment retention services shall include, but not limited to the following:

2.2.4.11.1.1 Weekly contact and monitoring of participants' progress;

2.2.4.11.1.2 Bi-monthly contact with the referring COUNTY DPO

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regarding participants' progress;

2.2.4.11.1.3 CONTRACTOR shall provide quarterly reports to the COUNTY Program Manager that identify the outcomes of all collaborating efforts.

2.2.4.11.2 CONTRACTOR shall have the following outcome for services under Employment Retention services:

2.2.4.11.2.1 Sixty percent (60%) of eligible participants shall retain full time/part-time employment for a minimum of 30 days.

2.2.4.11.2.2 Sixty percent (60%) of the aforementioned (2.2.4.11.2.1) eligible participants shall retain full-time/part-time employment for a minimum of 90 days.

2.2.4.11.2.3 Fifty-percent (50%) of the aforementioned (2.2.4.11.2.2) eligible participants shall retain full time/part-time employment for a minimum of 120 days.

2.2.5 Education Enhancement & GED Preparation Services

Based on participant's service plan, CONTRACTOR shall provide Education Enhancement and GED Preparation Services to participants. Services shall contain an established curriculum that shall assist in improving the reading and math levels of identified participants while preparing others to take and successfully pass the GED test. The focus of these services shall be to increase the participants' functional literacy and employment skills. CONTRACTOR shall provide the following:

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2.2.5.1 Educational assessments to identify the participants' education needs.

2.2.5.2 Reading and math curricula to participants.

2.2.5.3 GED preparation curriculum to participants close to GED equivalency (11th grade level or higher) and who have completed all other GED preparation requirements.

2.2.5.4 GED testing to all eligible participants.

2.2.5.5 Schedule the GED test for qualifying participants and report the results of the test to the participant and the COUNTY within five (5) business days of receiving said results. GED results shall be submitted to COUNTY by U.S. mail or fax.

2.2.5.6 CONTRACTOR shall have the following outcomes for Education Enhancement and GED Preparation Services:

2.2.5.6.1 Sixty-five percent (65%) of eligible participants shall take and successfully pass the GED test.

2.2.5.6.2 One hundred percent (100%) of the participants taking the GED shall receive a copy of the results.

2.2.6 Cognitive-Behavioral Therapy (CBT) Treatment Intervention

Based on participant's service plan, CONTRACTOR shall provide a CBT treatment curriculum to program participants. CBT is an integration of cognitive, behavioral, and social learning theories. Cognitive therapy concentrates on thoughts, assumptions, and beliefs. With cognitive therapy, participants are encouraged to recognize and change faulty or maladaptive thinking patterns. Cognitive therapy is a way to gain control over inappropriate repetitive thoughts that often feed or trigger criminogenic needs. Social learning theory focuses on the learning that occurs within a social context. It focuses on such concepts as observational learning, imitation, and modeling. Behavioral therapy concentrates on specific actions and environments that either change or maintain behaviors. Integrative cognitive-behavioral interventions include both cognitive restructuring and cognitive skills building. Cognitive

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restructuring focuses on changing the content of one's thoughts; whereas cognitive skills building emphasizes the development of new skill sets (including problem solving, decision-making, and assertiveness).

CONTRACTOR staff facilitating CBT interventions shall be required to have a Bachelor's degree and a minimum of two (2) years' experience facilitating CBT interventions to high-risk populations within the last five (5) years.

Based on COUNTY Quality Assurance efforts, any CBT provider that falls below competent Motivational Interviewing (MI) standards as outlined by the Motivational Interviewing Network of Trainers (MINT) will be required to improve their skill set to a level of competent within 30 days of notification from COUNTY. Failure to meet competency levels within 30 days will require CONTRACTOR to replace CBT interventionist.

The CONTRACTOR'S CBT Program shall include the following evidence-based characteristics:

2.2.6.1 Skill Train with Directed Practice

CONTRACTOR shall provide evidence-based programming that emphasizes cognitive-behavioral strategies and is delivered by well trained staff. To successfully deliver this treatment to participants, CONTRACTOR must understand antisocial thinking, social learning, and appropriate communication techniques. Skills are not just taught to the participant, but are practiced or role-played and the resulting pro-social attitudes and behaviors are positively reinforced by staff.

2.2.6.2 Increase Positive Reinforcement

When learning new skills and behaviors, people respond better to positive rather than negative reinforcement. Research suggests a ratio of 4 positive reinforcements for each negative. It is also important to note that even when applied sporadically, positive reinforcements are more effective than negative reinforcements. CONTRACTOR shall ensure positive reinforcement is applied when facilitating the CBT treatment intervention.

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2.2.6.3 Engage Ongoing Support in Natural Communities

COUNTY and CONTRACTOR shall realign participants with pro-social support systems in their communities in an effort for sustained behavior change. Attitudes and behaviors are strongly reinforced in one's daily living situation. Therefore, involvement of significant others, spouses, friends, employers, or anyone who is pro-social shall increase the chance of long term positive effects.

2.2.6.4 Measure Relevant Process and Practice

CONTRACTOR shall ensure accurate and detailed documentation of outcomes is the foundation of evidence-based practice. CONTACTOR must routinely assess participant change in cognitive and skill development, if services are to remain effective.

2.2.6.5 Provide Measurement Feedback

An overarching quality assurance system is necessary to monitor delivery of services and maintain and enhance fidelity and integrity. Providing feedback builds accountability and is associated with enhanced motivation for change, lower treatment attrition and greater outcomes (e.g. reduced drink/drug days; treatment engagement; goal achievement). CONTRACTOR shall ensure Quality Assurance controls are identified and utilized in providing COUNTY with measurable feedback regarding intervention effectiveness and program performance.

CONTRACTOR shall facilitate the intervention individually or in treatment groups that shall not extend beyond a 10:1 ratio (participant to facilitator).

2.2.6.6 CONTRACTOR shall have the following outcomes for services:

2.2.6.6.1 70% of the eligible participants shall have a 30% reduction in their risk score in the target areas.

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2.2.7 Community Resource Coordination Services

2.2.7.1 Based on participant's service plan, CONTRACTOR shall provide community resource coordination services which include assisting participants with referrals to various free resources which include, but not limited, to:

2.2.7.1.1 Referrals for emergency housing

2.2.7.1.2 Referrals to available shelters

2.2.7.1.3 Referrals for free legal aide

2.2.7.1.4 Referrals to free medical clinics

2.2.7.1.5 Department of Public Social Services (DPSS) services and information

2.2.7.1.6 Community college information

2.2.7.1.7 Vocational/Trade School information

2.2.7.1.8 Job Corps information

2.2.7.1.9 Individual & Family counseling information

2.2.7.1.10 Department of Motor Vehicles (DMV) information; and

2.2.7.1.11 Child Support information

2.2.7.2 CONTRACTOR shall have the following outcome for services:

2.2.7.2.1 70% of eligible participants shall receive at minimum one (1) of the referred services.

2.3 Additional Requirements

2.3.1 Training for Motivational Interviewing

CONTRACTOR shall be required to participate in the COUNTY'S MI trainings, booster trainings, and on-going assessments. COUNTY will make every effort

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to provide reasonable prior notice. The COUNTY uses Motivational Interviewing (MI), a participant-centered communication style for eliciting behavior change in ex-offenders. MI focuses the participant's attention on identifying and eliminating resistance to evidence-based interventions.

2.3.2 Meetings and Monthly Reports

CONTRACTOR shall attend or accommodate monthly COUNTY Program Manager Meetings and Ad-Hoc meetings requested by COUNTY representatives. COUNTY will make every effort to provide reasonable prior notice.

CONTRACTOR shall provide monthly informational reports that will be submitted by the 10th day of the following month to designated COUNTY staff. Report format and content is subject to final COUNTY review and approval.

2.4 Addition/Deletion of Facilities, Specific Tasks and/or Work

COUNTY reserves the right to increase or decrease the size and number of the facilities to be maintained, and/or the amount of services to be performed.

3.0 QUALITY CONTROL PLAN

CONTRACTOR(S) shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met. The plan shall be submitted as part of the Proposal. Prior to the Contract, an updated copy must be provided to the COUNTY Program Manager within two (2) weeks of the Contract start date and as changes occur. The original plan and any future amendments are subject to COUNTY review and approval and shall include, but not be limited to, the following:

3.1 An inspection system covering all the services listed on *Exhibit U, Performance Requirements Summary Chart.* It must specify the activities to be inspected on a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.

3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

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3.3 A file of all inspections conducted by the CONTRACTOR and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the Contract as set forth in the Contract, *Paragraph 8.38, Record Retention and Inspection/Audit Settlement*.

3.4 The methods for ensuring uninterrupted service to COUNTY in the event of a strike of the COUNTY'S or the CONTRACTOR'S employees or any other unusual occurrence (i.e., power loss or natural disaster) which would result in the CONTRACTOR being unable to perform the contracted work.

3.5 The methods for assuring that confidentiality of adult records and information are maintained while in the care of CONTRACTOR'S employees.

3.6 The methods for maintaining security of records, and the methods for preventing the loss or destruction of data.

4.0 QUALITY ASSURANCE PLAN

COUNTY or its agent will evaluate the CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all Contract terms and performance standards. CONTRACTOR'S deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR(S). If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

COUNTY will evaluate the CONTRACTOR'S performance under this Contract using the quality assurance procedures specified in *Exhibit U, Performance Requirements Summary Chart,* or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this Contract.

4.1 <u>Performance Evaluation Meetings</u>

The COUNTY'S Program Manager may meet weekly with the CONTRACTOR'S Project Director during the first three (3) months of the Contract if COUNTY'S Program Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified.

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4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule, or as required by COUNTY.

4.3 COUNTY shall have the right to remove any CONTRACTOR personnel performing services under this Contract, who, in the opinion of COUNTY Program Manager, is unsatisfactory. The CONTRACTOR personnel will be removed and replaced by the CONTRACTOR within twenty-four (24) hours.

4.4 Contract Discrepancy Report *(Exhibit S)*

Verbal notification of a Contract discrepancy must be made to the COUNTY Program Manager whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the COUNTY and the CONTRACTOR.

The COUNTY'S Program Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the CONTRACTOR is required to respond in writing to the COUNTY'S Program Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the COUNTY'S Program Manager within ten (10) business days.

5.0 DEFINITIONS

5.1 Adult Day Reporting Center - An Adult Day Reporting Center (DRC) facility is a place where selected offenders must report while supervised by the COUNTY where the offender receives an increased intensity of services. A DRC Facility may include educational services, vocational training, treatment, and other service deliveries.

5.2 Adult Records - Personal and social history, including criminal information of adult offenders. The records include legal documents and other information, which are confidential. The information is not to be discussed with, or disclosed to, unauthorized persons as defined by the COUNTY Department.

5.3 Assessment - An evaluation of an applicant referred by the COUNTY.

5.4 Contract Discrepancy Report (CDR) - A report prepared by the Quality Assurance Evaluator to inform the CONTRACTOR(S) of the faulty service. The CDR requires a response from the CONTRACTOR(S) explaining the problem and outlining the remedial action being taken to resolve the problem within five (5) business days after receipt of CDR.

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5.5 CONTRACTOR Project Director - The individual designated by the CONTRACTOR to administer the Contract operations after the contract award.

5.6 COUNTY Contract Monitor - Person with responsibility to monitor the contract. Responsible for providing reports to COUNTY Contract Manager and COUNTY Program Manager.

5.7 COUNTY Contract Manager - Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.

5.8 COUNTY Program Manager - Person designated by COUNTY to manage the daily operations under this contract.

5.9 GED - General Educational Development test is for adults who do not have a high school diploma. Those who pass the test receive a California High School Equivalency Certificate.

5.10 Criminogenic - Producing or tending to produce crime or criminality.

5.11 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the contract which will be evaluated by the COUNTY to ensure contract performance standards are met by the CONTRACTOR. *(Refer to Exhibit U.)*

5.12 Quality Assurance Evaluator (QAE) – The Probation employee responsible for monitoring CONTRACTOR'S compliance with the contract.

5.13 Quality Control Plan - All necessary measures taken by the CONTRACTOR(S) to assure that the quality of service will meet the contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Statement of Work.

6.0 RESPONSIBILITIES

COUNTY'S and the CONTRACTOR'S responsibilities are as follows:

COUNTY

6.1 Personnel

COUNTY will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - COUNTY. Specific duties will include:

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6.1.1 Monitoring the CONTRACTOR'S performance in the daily operation of this Contract.

6.1.2 Providing direction to the CONTRACTOR in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Paragraph 8.1 Amendments.

CONTRACTOR

6.2 CONTRACTOR Project Director

6.2.1 CONTRACTOR shall provide its own full time officer or employee as CONTRACTOR'S Project Director. The CONTRACTOR'S Project Director/alternate shall be available for telephone contact between 8:00 a.m. and 5:00 p.m., PT, Monday through Friday, including COUNTY holidays. The CONTRACTOR'S Project Director shall provide overall management and coordination of this Contract, and shall act as the central point of contact with COUNTY.

6.2.2 When Contract work is being performed at times other than described above or when the CONTRACTOR'S Project Director cannot be present, and with prior approval of the COUNTY Program Manager, an equally responsible individual shall be designated to act for the CONTRACTOR'S Project Director.

6.2.3 CONTRACTOR's Project Director shall act as a central point of contact with the COUNTY. CONTRACTOR's Project Director shall have experience in a position of a Project Director for a minimum of two (2) years within the last five (5) years, or hold a bachelor's degree in business management, education, criminal justice, administration of justice, psychology, sociology or a related field, and is a current employee of the agency.

6.2.4 CONTRACTOR'S Project Director/alternate shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of the Contract. CONTRACTOR'S Project Director/alternate shall be able to effectively communicate in English, both orally and in writing.

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6.2.5 CONTRACTOR'S Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.

6.2.6 COUNTY shall have the right of review and approval of the CONTRACTOR'S Project Director. COUNTY shall have the right of removal of the CONTRACTOR'S Project Director and any replacement recommended by CONTRACTOR.

6.3 CONTRACTOR Personnel

6.3.1 CONTRACTOR shall be responsible for providing competent staff to fulfill the Contract. COUNTY shall have the right to review and approve potential staff prior to performing services under this Contract.

6.3.2 CONTRACTOR shall ensure that by the first day of employment, all persons working on this Contract have signed an acknowledgment form regarding confidentiality that meets the standards of the County of Los Angeles Probation Department for COUNTY employees having access to confidential Criminal Offender Record Information (CORI). **CONTRACTOR shall retain the original CORI form and forward a copy to COUNTY Contract Manager within five (5) business days of start of employment.** *(Exhibit T)*

6.3.3 All personnel must be able to read, write, spell, speak, and understand English.

6.3.4 COUNTY reserves the right to preclude the CONTRACTOR staff from performing services under this Contract. The CONTRACTOR shall be responsible for immediately removing and replacing within twenty-four (24) hours, any employee from work on this Contract, when requested to do so by the COUNTY Contract Manager.

6.3.5 COUNTY reserves the right to have COUNTY Program Manager or a designated alternate, interview any or all prospective employees of CONTRACTOR.

6.3.6 CONTRACTOR shall be required to conduct a background check of their employees as set forth in Paragraph 7.4, Background and Security Investigations, of the Contract.

6.4 CONTRACTOR Furnished Items

CONTRACTOR shall provide all personnel and equipment, and supplies necessary to perform all services required by the Statement of Work.

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6.5 CONTRACTOR'S Office

CONTRACTOR shall maintain an office with a telephone in the company's name where CONTRACTOR conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Pacific Time, by at least one employee who can respond to inquiries and complaints, which may be received about the CONTRACTOR'S performance of 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 two (2) hours of receipt of the call.**

7.0 HOURS/DAYS OF WORK

7.1 Service Hours

The operating hours for the DRC Facility shall be 8:00 a.m. to 7:00 p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. on Saturday or as approved by COUNTY.

7.2 Holidays

The DRC Facility shall be closed during COUNTY holidays unless approved by COUNTY. COUNTY will provide a list of the COUNTY holidays to the CONTRACTOR at the time the Contract is approved, upon request by the CONTRACTOR.

8.0 UNSCHEDULED WORK

CONTRACTOR agrees that any work performed outside the scope of "Statement of Work", without the prior written approval of the COUNTY in accordance with the contract*, Paragraph 8.1, Amendments*, shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

9.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the Statement of Work (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 the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW

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and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on CONTRACTOR.

9.2 A standard level of performance will be required of CONTRACTOR in the areas of adult day reporting center facility and program services. *Exhibit U,* Performance Requirements Summary Chart, summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance to be used by the COUNTY, and liquidated damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR'S performance under this Contract using the quality assurance procedures specified in *Exhibit U*, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this Contract. Failure of the CONTRACTOR to achieve this standard can result in an assessment of liquidated damages against CONTRACTOR'S monthly payment as determined by COUNTY.

9.3 When the CONTRACTOR'S performance does not conform to the requirements of this Contract, the COUNTY will have the option to apply the following non-performance remedies:

9.3.1 Require CONTRACTOR to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, the CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

9.3.2 Reduce payment to CONTRACTOR by a computed amount based on the assessment fee(s) in the PRS.

9.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

9.3.4 Failure of the CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for the COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the CONTRACTOR'S failure to perform said service(s), as determined by the COUNTY, shall be credited to the COUNTY on the CONTRACTOR'S future invoice.

This Sub-paragraph does not preclude the COUNTY'S right to terminate the Contract upon ten (10) business days written notice with or without cause, as

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provided for in the *Contract, Standard Terms and Conditions, Paragraph 8.42, Termination for Convenience*.

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BUDGET

TO BE USED FOR COUNTY OF LOS ANGELES PROBATION DEPARTMENT ADULT DAY REPORTING CENTER (DRC) FACILITY AND PROGRAM SERVICES

CONTRACTOR:_____

The undersigned offers to provide all labor and supplies necessary to provide Adult Day Reporting Center (DRC) Facility and Program Services as set forth RFP# 6401206.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be on a cost reimbursement basis as provided upon the attached budget. I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following contract execution.

I agree to shall submit monthly invoices for actual costs incurred for services and administrative/indirect cost for this contract. Invoices shall be for actual costs incurred for services and administrative/indirect costs. I shall retain all relevant supporting documents and make them available to COUNTY at any time for audit purposes.

I agree to provide the specified services for the County of Los Angeles Probation Department in accordance with the attached specifications on a costs reimbursement basis at a cost not to exceed $4,680,000 for a three-year period.

_____ _____
Print Name of Authorized Signer Title

_____ _____
Signature Date

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INTENTIONALLY OMITTED

DRAFT

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)

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COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT MANAGER:

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

COUNTY PROGRAM MANAGER:

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

COUNTY CONTRACT MONITOR:

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

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CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:_____

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR:

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

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

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

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

Notices to Contractor shall be sent to the following:

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

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EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that _____ is my sole employer for purposes of this employment.

I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles COUNTY for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE:_____

DATE:_____

NAME:_____
Print

Original must be signed by each employee by first day of employment and must be retained by Contractor(s)

Copy must be forwarded by Contractor(s) to COUNTY Worker's Compensation Division with the Los Angeles COUNTY Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010, within five (5) business days.

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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: _____

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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: _____

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CONTRACTOR NONEMPLOYEE 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: _____

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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.

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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)

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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)

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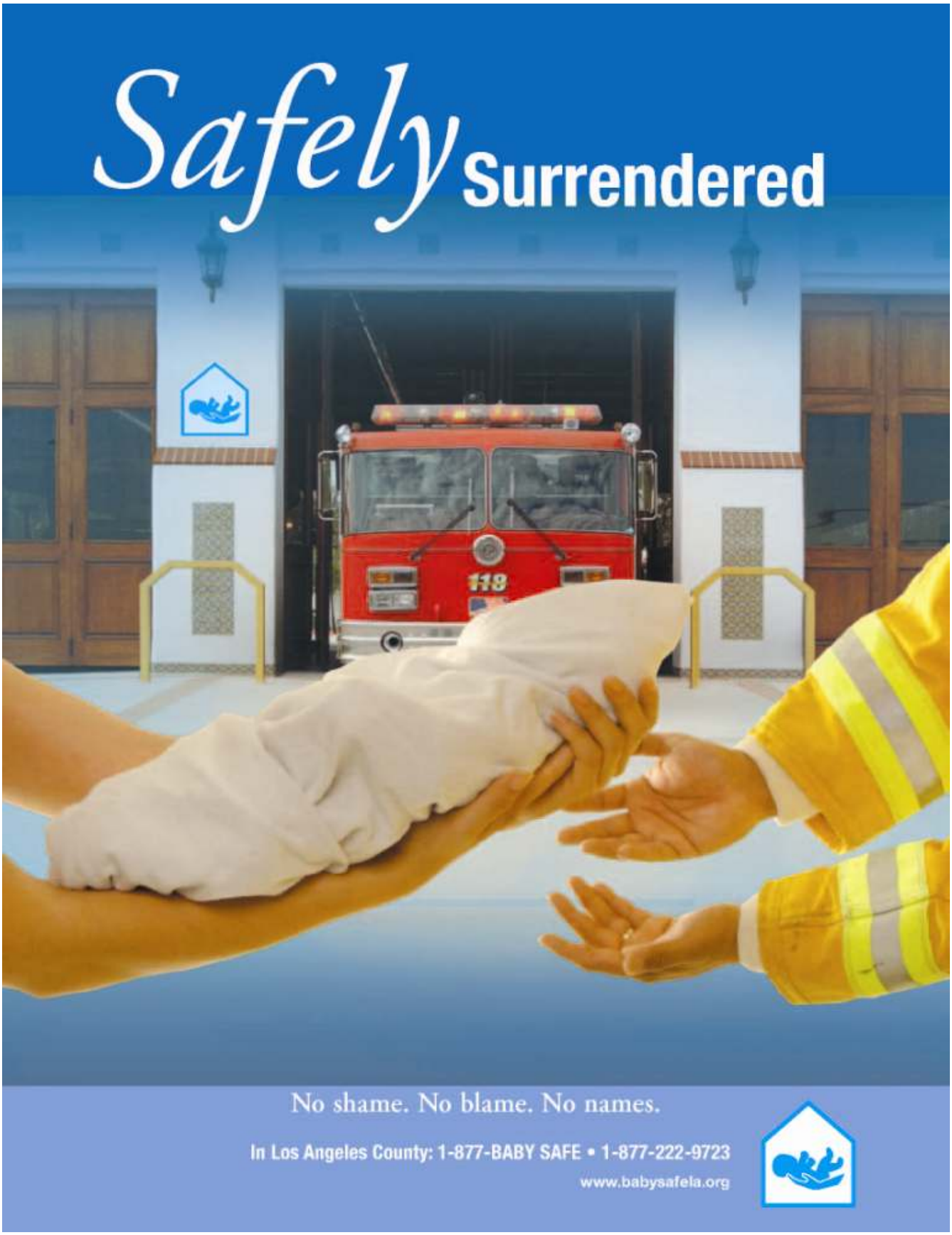

Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

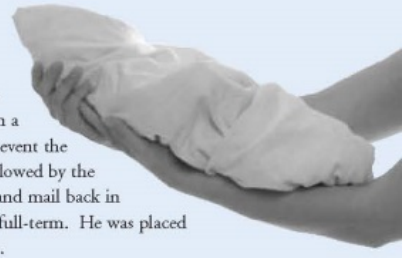
What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story



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

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

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

www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

EXHIBITS J THROUGH N

INTENTIONALLY OMITTED

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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

_____
Print Name and Title of Signer

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Exhibit P

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT - PERSONNEL SERVICES OFFICE
BACKGROUND REQUEST FORM
(Fax 562- 803-4558)

Requesting Agency: _____

Agency Address: _____

City and Zip Code: _____

Agency Contact Person: _____

Telephone No.: _____

Fax No.: _____

LEAD AGENCY (if different) _____

	Completed by Requesting Agency				Completed by Central Processing Unit	
	Applicant's Name	Applicant's Position	Available Dates & Times		Appointment Date	Appointment Time
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Instructions to Applicants:

1. Prior to the background interview you will complete the application in black ink.
2. Please bring valid photo identification. (Example: CA Driver's License, CA Identification Card).

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CONTRACT BACKGROUND APPLICATION

BTS# _____

CONTRACTOR NAME _____

POSITION _____

1. LAST NAME	FIRST NAME	MIDDLE NAME	2. Social Security Number
3. RESIDENCE – Street and Number		City and Zip Code	
4. Since (date)	5. Email Address	6. Telephone	
7. Date Residence Established in California and L.A. County			8. BIRTHDATE
9. DRIVER'S LICENSE (OPERATORS OR CHAUFFEURS LICENSE SERIAL NUMBER)		10. Expiration Date	

11.	Have you, as a juvenile or adult, ever been convicted, fined, imprisoned, arrested, or placed on probation or a suspended sentence, or have you forfeited bail in connection with any offense (misdemeanor or felony) in any criminal, civil or military court of law on or after your 15th birthday? (Include any current investigations or pending charges).	yes	_____	No	_____
12.	Do you have any felony convictions within the past ten (10) years?	Yes	_____	No	_____
13.	Have you been convicted for use/possession or admitted to use /possession of any controlled substance within the past five (5) years?	Yes	_____	No	_____
14.	Do you have any convictions with elements of violence (assault, battery, mayhem, etc.) within the past five (5) years?	Yes	_____	No	_____
15.	Do you have any convictions relating to the use of weapons?	Yes	_____	No	_____
16.	Do you have any convictions or admissions for theft?	Yes	_____	No	_____
17.	Do you have any convictions or admissions for falsification of public records, including employment records?	Yes	_____	No	_____
18.	Have you ever been convicted for crimes against property within the past two (2) years?	Yes	_____	No	_____
19.	Have you ever been convicted for any sex crimes?	Yes	_____	No	_____
20.	Have you ever been convicted for crimes against children?	Yes	_____	No	_____
21.	Are you presently on probation, formal or informal, or diversion? (Must be off probation at least one [1] year prior to completion of application)	Yes	_____	No	_____
22.	Do you have more than five (5) vehicle code citations/moving violations, convictions, or at fault accidents within the past five (5) years?	Yes	_____	No	_____
23.	Have you ever been convicted of Driving Under the Influence (DUI)? (No more that one [1] in the past five [5] years?	Yes	_____	No	_____
24.	Do you have any outstanding failures to appear?	Yes	_____	No	_____
25.	Have you been convicted for any hit and run accidents within the past five (5) years?	Yes	_____	No	_____

If "Yes," give the following information for each offense: If additional space is needed, please attach a separate page.

Age at Time of Action	Date	Police Department or Court	Charge	Disposition

26. Have you ever been convicted of a crime under a different name? If so, please list

_____

_____

_____

_____

27. Have you ever been discharged or asked to resign? If yes, include employer name, address, contact number and date of occurrence.

_____

_____

_____

_____

28. ALL STATEMENTS MADE HEREIN BY ME ARE TRUE TO THE BEST OF MY KNOWLEDGE. FAILURE TO DISCLOSE OR FALSIFY ANY INFORMATION MAY RESULT IN DISQUALIFICATION.

Signature of Applicant | Date

29. Check the work function that best describes the type of work you will perform.

Work Function #1
Care, Oversight, or Protection of Persons Through Direct Contact with Such Persons (e.g., Physician, Nurse, Clinical Social Worker, etc.).

Work Function #2
Direct or Indirect Access to Funds or Negotiable Instruments (e.g., Assistant Deputy Director, Finance Manager, Cashier, etc.).

Work Function #3
Requirement of State and/or Professional Licensing (e.g., Registered Nurse, Physician, Optometrist, Pharmacist, Physical Therapist, etc.).

Work Function #4
Public Safety or Law Enforcement (e.g., Environmental Health Specialist, Public Health Investigator, etc.)

Work Function #5
Access to or Charge for Drugs or Narcotics (e.g., Pharmacist Tech, Pharmacy Helper, Physician, Registered Nurse, Clinical Pharmacist, etc.).

Work Function #6
Access to Confidential or Classified Information, Including Criminal Conviction Information (e.g., Personnel Officer, Systems Analyst, Patient Resources Worker, Eligibility Worker, etc.).

Work Function #7
Charge of or Access to County, Public or Private Property (e.g., Warehouse Worker, Custodian, Materials Manager, Facilities Manager, etc.)

REVIEWED BY -

SIGNATURE	TITLE	DEPARTMENT	DATE

PLEASE TYPEWRITE OR PRINT IN BLACK INK

L: Bdgt\Forms\Contract Emp Info.doc

Revised 7/2009

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Chapter 5.09 SEXUAL HARASSMENT POLICY

5.09.010 Sexual harassment prohibited.

5.09.020 Sexual harassment defined.

5.09.030 Responsibilities of county personnel.

5.09.010 Sexual harassment prohibited.

Sexual harassment is a form of unlawful sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and Chapter 6 of the California Fair Employment and Housing Act. It is the policy of the county of Los Angeles that sexual harassment is unacceptable and will not be tolerated. It is improper and against this policy for a county officer or employee to ask for or receive sexual favors from another county employee or prospective employee in return for or as a condition of county employment, promotion, job retention, a particular job or duty assignment, or any other action relating to county employment. It shall be the policy of the county of Los Angeles to:

A. Dissuade such practices through communication, training and other appropriate methods that will sensitize employees and all persons involved with the county work force concerning sexual harassment issues;

B. Investigate all observed or reported instances of sexual harassment, and take appropriate corrective action, including disciplinary action, when warranted;

C. Provide an internal complaint process for employees who experience or witness a violation of the sexual harassment policy which will protect employee confidentiality to the extent legally permissible, shield the individual from retaliation, and allow for appropriate corrective action. (Ord. 94-0074 § 2 (part), 1994.)

5.09.020 Sexual harassment defined.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

A. Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or

B. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or

C. Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment. (Ord. 94-0074 § 2 (part), 1994.)

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5.09.030 Responsibilities of county personnel.

A. County employees: All county employees are responsible for assuring that sexual harassment does not occur in the Los Angeles County work environment.

Any employee who believes that she or he has been the object of or has been affected by sexual harassment in county work situations, or who is aware of an occurrence of sexual harassment, should report any such action or incidents to his or her supervisors, department head, departmental affirmative action coordinator or the county's affirmative action compliance officer so that the matter can be promptly investigated and appropriate corrective action considered.

B. Department heads: Each department head shall be responsible for promoting a work environment free from sexual harassment in his or her department. Each department head shall personally acknowledge his or her commitment to the county's sexual harassment policy by assuring that:

1. The county's sexual harassment policy is disseminated to every employee in the department;

2. All managers and supervisory personnel are held accountable for complying with the county's sexual harassment policy; and

3. A process for promptly responding to and resolving sexual harassment complaints within the department is in place and is communicated to all employees.

C. Managers and supervisory personnel: Managers and supervisory personnel are responsible for the prevention and correction of sexual harassment occurrences in their areas of responsibility. Managers and supervisory personnel at all levels are responsible for:

1. Ensuring that all employees in their areas of responsibility are aware of the county's sexual harassment policy;

2. Ensuring that all personnel decisions are made in accordance with this policy; and

3. Implementing and/or recommending immediate and appropriate corrective action when warranted.

D. Office of Affirmative Action Compliance (OAAC): The OAAC is responsible for the following:

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1. Educating managers, supervisors and employees, and informing them of their rights and responsibilities under the county's sexual harassment policy;

2. Developing processes for conducting investigations of alleged violations and advising management on corrective actions when such actions appear to be warranted;

3. Investigating employee complaints of sexual harassment when filed with the OAAC;

4. Responding to charges of sexual harassment filed by county employees with state and federal enforcement agencies; and

5. Investigating, at the request of a department head, employee complaints of sexual harassment or complaints of other types of employment discrimination, harassment or related misconduct prohibited by federal or state law, or County ordinance, policy, or departmental regulation. (Ord. 2003-0040 § 1, 2003: Ord. 94-0074 § 2 (part), 1994

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SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION PROHIBITED FORM

A copy of this completed document must be forwarded to the Los Angeles COUNTY Probation Department Contract Manager within five (5) business days of start of employment. All staff assigned/working under the Contract must complete a Sexual Harassment/Discrimination/Retaliation Prohibited form. Please forward a copy as follows:

Los Angeles COUNTY Probation Department
Attn: Contracts & Grants Management Division
9150 E. Imperial Hwy., Rm. B-82
Downey, CA 90242

Sexual harassment is a form of unlawful sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and Chapter 6 of the California Fair Employment and Housing Act. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment

The County of Los Angeles has a policy that sexual harassment is unacceptable and will not be tolerated. In addition, the County of Los Angeles has a policy that individuals should be educated and informed of their rights and responsibilities. Based upon the existence of a Contract, all Contractors' employees assigned under the Contract shall receive sexual harassment training and be familiar with policies and reporting procedures. Such training shall be provided by the CONTRACTOR and shall include the following at a minimum:

1. Definition of Sexual Harassment
2. Definition of Discrimination
3. Definition of Retaliation
4. Their Rights
5. Their Responsibilities
6. Procedure for Reporting Discrimination/Harassment/Retaliation with the Contractor
7. Procedure for Filing a Complaint of Discrimination/Harassment/Retaliation with the Contractor

I have read and understand that as an employee of _____ assigned under the Contract that I **must** receive the above referenced training. I _____ hereby confirm that I have received such training and information on _____, 20_____.

NAME (PRINT):	
POSITION:	
SIGNATURE:	DATE:

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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.)

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2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:
A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

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9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

_____

_____

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

Print Name:	Title:
Signature:	Date:

Date: _____

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CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of COUNTY Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:_____

_____

_____

_____ _____

Signature of COUNTY Representative Date

COUNTY ACTIONS:_____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

COUNTY Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

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CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____, during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

_____
(Signature)

_____
Name (Print)

_____
Classification

_____
Date

Copy to be forwarded to Probation Program Manager within five (5) business days of start of employment.

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PERFORMANCE REQUIREMENTS SUMMARY

This Performance Requirements Summary (PRS) Chart lists the required services which will be monitored by the COUNTY during the term of this contract; the required standard of performance; the maximum deviation from the Acceptable Quality Level Standards (AQLS) which can occur before damages can be assessed; the method of COUNTY surveillance; and the liquidated damages for not meeting the AQLS.

Quality Assurance

On an on-going basis, CONTRACTOR performance will be compared to the contract standards.

The Probation Department may use a variety of inspection methods to evaluate the CONTRACTOR'S performance. The methods of surveillance which may be used, but not limited to, are:

User and/or Staff Complaints
Random Inspections
Random and/or Judgmental Samplings

Criteria for Acceptable and Unacceptable Performance

Performance of a required service is considered acceptable when it meets the AQLS as set forth in Appendix C, Technical Exhibit 1. When the performance does not meet this standard, the CONTRACTOR will be notified promptly of any performance variances identified.

When an instance of unacceptable performance comes to the attention of Probation personnel, a User Complaint Form (UCR) may be filled out and forwarded to the Quality Assurance Evaluator. The complaint will be investigated, if necessary, and may be brought to the attention of the CONTRACTOR.

The CONTRACTOR shall be required to explain, in writing, within ten (10) calendar days of date of notice when performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented. CONTRACTOR will pay COUNTY for liquidated damages as provided herein.

The assessment of monetary damages against the CONTRACTOR for unacceptable services shall be calculated as shown on the Performance Requirement Summary (PRS) Chart.

Liquidated Damages

Periodically, the CONTRACTOR'S performance will be evaluated comparing service (as stated in the Performance Work Statement) with the AQLS, using the method of surveillance. If the CONTRACTOR'S performance falls below the AQLS, liquidated damages shall be paid by CONTRACTOR as set forth in Appendix C, Technical Exhibit 1.

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The CONTRACTOR will be notified promptly of any performance variance identified.

Corrective Action

The CONTRACTOR shall be required to immediately correct those activities found by Probation to be unacceptably performed at no additional cost to COUNTY.

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PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARD	MAXIMUM ALLOWED DEVIATION (AQL)	METHOD OF SURVEILLANCE	LIQUIDATED DAMAGES FOR EXCEEDING THE AQL
Overall compliance with Statement of Work (SOW), Scope of Work. (Exhibit A, 1.0)	100% Adhere to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to $100 per occurrence
Overall compliance with Statement of Work (SOW), Specific Tasks. (Exhibit A, 2.0)	100% Adhere to County requirements	0%	- Random Inspections - Random Samplings - Information from Contractor Reports	$100 per day until rectified
Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the contract are met. (Contract, 3.0)	100% Adhere to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to $100 per occurrence
Personnel assigned to provide service under this contract shall be fingerprinted prior to employment. (Contract, 7.4.1)	100% Adhere to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to $100 per occurrence
No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously. (Contract, 7.4.2)	100% Adhere to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to $100 per occurrence
Contractor shall reimburse County for record check. (Contracts, 7.4.7)	100% Adhere to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to $100 per occurrence
Contractor in compliance with Standard Terms and Conditions. (Contract, 8.0)	100% Adhere to County requirements	0%	- Random Inspections - Random Samplings - Information from Contractor Reports	$100 per day until rectified

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SUPERVISORIAL DISTRICTS
ZIP CODES

SUPERVISORIAL DISTRICT #4	
CITY	**ZIP CODES**
Long Beach	90805

SUPERVISORIAL DISTRICT #5	
CITY	**ZIP CODES**
Lancaster	93534, 93535, 93536, 93539, 93584, 93586
Palmdale	93550, 93551, 93552, 93590, 93591, 93599

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OUTLINE SPECIFICATIONS

SPACE PROGRAM

Office and Ancillary spaces shall be provided as follows for the COUNTY staff in the DRC Facility:

Staff	Qty.	Office/Cubicle
Department of Mental Health	1	Office
Department of Public Health	1	Office
Probation Director	1	Office
Supervising DPO	1	Office
Deputy Probation Officers	10	Cubicle
Secretary	1	Cubicle
Supervising Typist Clerk	1	Cubicle
Intermediate Typist Clerk	2	Reception Area
	18	

Ancillary Spaces		
Lobby*	1	
Public Waiting Area	1	
Public Restroom	2	(Men & Women)
Staff Restroom	2	(Men & Women)
Classroom**	5	(Minimum)
Interview Room	3	
Narcotics Testing Restroom	1	
Files/Storage/Copier Room	1	

Note:

*The Lobby will also house the Security Guard.

** For COUNTY use, as necessary.

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OFFICE EQUIPMENT, SUPPLIES, AND SERVICES

The CONTRACTOR shall furnish the following office equipment, supplies, and services at the DRC Facility.

1.0 Laser Fax Machine

CONTRACTOR shall purchase and install one (1) laser fax machine and fax telephone line for use by CONTRACTOR and COUNTY staff. CONTRACTOR will provide toner cartridges and paper for the fax machine.

2.0 Staff Work Stations

CONTRACTOR shall provide for each COUNTY employee the following office equipment:

2.1 Furniture

2.2 Telephone with voicemail feature

3.0 Each Classroom

CONTRACTOR shall provide each classroom with the following furniture:

- One desk or table, one chair, and waste basket for instructor use;
- Desks or tables for participants use;
- Chairs for participants use.

The total number of participants and instructors that use each classroom shall be in accordance with the maximum occupancy allowed by the local fire authority.

4.0 Desktop Computing Equipment

4.1 CONTRACTOR shall provide desktop computers, software, monitors, printers and printer supplies to CONTRACTOR employees, and DRC participants.

4.2 CONTRACTOR shall provide ten (10) or more desktop computers for participant use.

4.3 CONTRACTOR shall provide and install hardware to lock computers, monitors, and printers to the work surfaces.

5.0 Internet Connection

CONTRACTOR shall provide three (3) High-speed Digital Subscriber Lines (DSL). Each DSL will have its own modem, firewall, and network switch. The DSL lines must be kept separate from each other unless approved by COUNTY.

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- One DSL for COUNTY staff
- One DSL for CONTRACTOR staff
- One DSL for use by the DRC participants

5.1 CONTRACTOR will connect the CONTRACTOR employee computers to the CONTRACTOR network switch.

5.2 CONTRACTOR will connect the DRC participants' computers to the DRC participants' network switch.

5.3 COUNTY will connect the COUNTY employee computers to the COUNTY network switch.

6.0 Equipment for Two (2) Security Guards

6.1 Furniture

- Desk
- Task chair

6.2 Telephone with voicemail feature

7.0 Janitorial Service

CONTRACTOR shall provide a janitorial service to:

- Empty waste baskets
- Vacuum and clean the floors
- Clean the dust and dirt off of desks and counter tops.
- Clean the restrooms
- Wash the windows
- Sweep up paper, leaves and refuse from the exterior of the building and parking lot.

8.0 Dumpster Service

CONTRACTOR shall provide a dumpster at least 6 cubic yards in size.

- Dumpster will be emptied on a regular basis.
- Area around dumpster will be swept clean and kept free of debris.

9.0 Utilities

CONTRACTOR shall provide for Natural Gas, Water, and Electricity as needed for the daily operation of the DRC building and grounds.

10.0 KNOX-BOX

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The KNOX-BOX® Rapid Entry System provides non-destructive emergency access to commercial and residential property. (http://www.knoxbox.com)

10.1 The CONTRACTOR shall install a Knox-Box on the exterior of the building near the main entrance.

10.2 The CONTRACTOR shall label keys to the building's entrances, offices, and communications room for inclusion in the Knox-Box.

10.3 The CONTRACTOR shall notify the local fire authority so that it can send a firefighter to receive the building's keys and lock the keys in the Knox-Box.

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