COUNTY OF LOS ANGELES
PROBATION DEPARTMENT
9150 EAST IMPERIAL HIGHWAY -- DOWNEY, CALIFORNIA 90242
(562) 940-2501

JERRY E. POWERS
Chief Probation Officer

September 10, 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 CONTRACT WITH SENTINEL OFFENDER SERVICES, LLC TO PROVIDE AN ADULT ELECTRONIC MONITORING PROGRAM FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Approval of a contract with Sentinel Offender Services, LLC to provide an Adult Electronic Monitoring Program for the County of Los Angeles Probation Department.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman to sign the attached contract (Attachment I) with Sentinel Offender Services, LLC to provide an Adult Electronic Monitoring Program (EMP) for an initial 12-month period commencing on December 1, 2013 through November 30, 2014.

2. Delegate authority to the Chief Probation Officer to prepare and execute contract amendments to extend the contract term for up to four (4) additional 12-month periods, upon approval as to form by County Counsel.

3. Delegate authority to the Chief Probation Officer to prepare and execute amendments to the contract for any decrease or increase not to exceed ten percent (10%) of the administrative fee and/or 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 obtain approval of the attached contract (Attachment I) with Sentinel Offender Services, LLC to provide an EMP for the County of Los Angeles Probation Department (Probation).

Probation has administered an EMP provided by private companies since October 13, 1992. Contractor shall provide services necessary to operate a continuous EMP for low to high-risk offenders and/or adult probationers (participants) as an alternative to incarceration, detention, or court sanction. EMP provides supervision to offenders regardless of their ability to pay. EMP participants may reside in all areas of the State of California.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the Countywide Strategic Plan, Goal #1 Operational Effectiveness. Implementation of the recommendations will enable Probation to continue the electronic monitoring program for adult offenders.

FISCAL IMPACT/FINANCING

The contract will result in no net County cost (NCC). EMP costs are paid by participants being monitored, according to their ability to pay and subject to payment by the Contractor to the County of a non-refundable administrative fee per individual assessment to offset Probation overhead as listed below:

- $57.00 for each suitable assessment that results in placement on EMP.
- $28.50 for each suitable assessment which does not result in placement on EMP.
- $28.50 for all unsuitable assessments.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Probation has contracted for an EMP since October 3, 1992. The proposed contract is for an initial 12 month term, with options to extend for four (4) additional 12 month periods and one six month period. The initial term of this contract shall be effective December 1, 2013 through November 30, 2014. There is no departmental employee relations impact since this is not a Proposition A contract. Probation has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract.

The 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 contractor has been instructed to register on WebVen.

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

County Counsel has reviewed and approved the proposed 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 seventy (70) 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 Probation websites. As a result, eight (8) contractors registered for the Mandatory Proposers' Conference and seven (7) potential providers attended the conference.

Two (2) 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 proposals submitted by 1) Sentinel Offender Services, LLC and 2) BI Incorporated passed the initial screening and proceeded to the final evaluation process.

An evaluation committee was formed to evaluate the two (2) 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 Sentinel Offender Services, LLC and BI Incorporated.

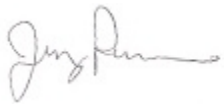
The proposals were rated and scored by an evaluation committee using a point system that covered: 1) proposer's qualifications, 2) proposer's approach to provide required services, and 3) proposer's quality control plan.

Sentinel Offender Services, LLC received the highest overall rating. Sentinel Offender Services, LLC submitted a responsive proposal that reflected a good understanding of the services to be provided. Sentinel Offender Services, LLC outlined a quality plan and demonstrated they were experienced and capable of providing the required services. There were no protests received as part of this solicitation. The current contract expires on November 30, 2013.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This contract will continue the current level of services.

Respectfully submitted,



JERRY E. POWERS
Chief Probation Officer

JEP:TH:DS:tt

Enclosures

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

ATTACHMENT I

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SENTINEL OFFENDER SERVICES, LLC

TO PROVIDE AN

ELECTRONIC MONITORING PROGRAM

DECEMBER 1, 2013 – NOVEMBER 30, 2014

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		**1**
1.0	**APPLICABLE DOCUMENTS**	**1**
2.0	**DEFINITIONS**	**3**
3.0	**WORK**	**3**
4.0	**TERM OF CONTRACT**	**4**
5.0	**CONTRACT PAYMENTS**	**4**
6.0	**ADMINISTRATION OF CONTRACT - COUNTY**	**6**
6.1	COUNTY'S CONTRACT MANAGER	6
6.2	COUNTY'S PROGRAM MANAGER	6
6.3	COUNTY'S CONTRACT MONITOR	6
7.0	**ADMINISTRATION OF CONTRACT - CONTRACTOR**	**6**
7.1	CONTRACTOR'S PROJECT DIRECTOR	6
7.2	APPROVAL OF CONTRACTOR'S STAFF	7
7.3	INTENTIONALLY OMITTED	8
7.4	BACKGROUND AND SECURITY INVESTIGATIONS	8
7.5	CONFIDENTIALITY	9
7.6	NEPOTISM	11
8.0	**STANDARD TERMS AND CONDITIONS**	**11**
8.1	AMENDMENTS	11
8.2	ASSIGNMENT AND DELEGATION	12
8.3	AUTHORIZATION WARRANTY	13
8.4	BUDGET REDUCTIONS	13
8.5	COMPLAINTS	13
8.6	COMPLIANCE WITH APPLICABLE LAW	14
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	15
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	15
8.9	CONFLICT OF INTEREST	17
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	17

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	17
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	18
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	20
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	21
8.15	COUNTY'S QUALITY ASSURANCE PLAN	21
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	22
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION	22
8.18	FACSIMILE REPRESENTATIONS	22
8.19	FAIR LABOR STANDARDS	23
8.20	FORCE MAJEURE	23
8.21	GOVERNING LAW, JURISDICTION, AND VENUE	24
8.22	INDEPENDENT CONTRACTOR STATUS	24
8.23	INDEMNIFICATION	25
8.24	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE REQUIREMENTS	25
8.25	INSURANCE COVERAGE REQUIREMENTS	29
8.26	LIQUIDATED DAMAGES	31
8.27	MOST FAVORED PUBLIC ENTITY	32
8.28	NONDISCRIMINATION AND AFFIRMATIVE ACTION	32
8.29	NON EXCLUSIVITY	34
8.30	NOTICE OF DELAYS	34
8.31	NOTICE OF DISPUTES	34
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	34
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	34
8.34	NOTICES	35

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	35
8.36	PUBLIC RECORDS ACT	35
8.37	PUBLICITY	36
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	36
8.39	RECYCLED BOND PAPER	38
8.40	SUBCONTRACTING	38
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	39
8.42	TERMINATION FOR CONVENIENCE	39
8.43	TERMINATION FOR DEFAULT	40
8.44	TERMINATION FOR IMPROPER CONSIDERATION	41
8.45	TERMINATION FOR INSOLVENCY	42
8.46	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	43
8.47	TERMINATION FOR NON-APPROPRIATION OF FUNDS	43
8.48	VALIDITY	43
8.49	WAIVER	43
8.50	WARRANTY AGAINST CONTINGENT FEES	43
8.51	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	44
8.52	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	44
9.0	**UNIQUE TERMS AND CONDITIONS**	**44**
9.1	INTENTIONALLY OMITTED	44
9.2	INTENTIONALLY OMITTED	44
9.3	INTENTIONALLY OMITTED	45
9.4	OWNERSHIP OF MATERIALS, SOFTWARE, AND COPYWRIGHTS	45
9.5	PATENT, COPYWRIGHT, AND TRADE SECRET INDEMNIFICATION	46

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
9.6	INTENTIONALLY OMITTED	46
9.7	INTENTIONALLY OMITTED	46
9.8	SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION TRAINING	47
SIGNATURES		**48**

CONTRACT PROVISIONS
TABLE OF CONTENTS

STANDARD EXHIBITS

A STATEMENT OF WORK (SOW) .....

B INTENTIONALLY OMITTED.....

C INTENTIONALLY OMITTED.....

D CONTRACTOR'S EEO CERTIFICATION .....

E COUNTY'S ADMINISTRATION.....

F CONTRACTOR'S ADMINISTRATION.....

G EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER .....

G1 CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT .....

G2 CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT .....

G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT .....

H JURY SERVICE ORDINANCE .....

I SAFELY SURRENDERED BABY LAW .....

J INTENTIONALLY OMITTED.....

K INTENTIONALLY OMITTED.....

L INTENTIONALLY OMITTED.....

M INTENTIONALLY OMITTED .....

N INTENTIONALLY OMITTED.....

O INTENTIONALLY OMITTED.....

P BACKGROUND FORMS .....

Q SEXUAL HARASSMENT POLICY.....

Q1 SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION PROHIBITED FORM.....

R DEFAULTED PROPERTY TAX REDUCTION PROGRAM/FORM.....

S CONTRACTOR'S DISCREPANCY REPORT .....

T CONFIDENTIALITY OF CORI INFORMATION .....

U PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART .....

V OPERATIONAL PROCEDURES MANUAL .....

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
SENTINEL OFFENDER SERVICES, LLC

TO PROVIDE AN
ELECTRONIC MONITORING PROGRAM

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 Sentinel Offender Services, LLC, hereinafter referred to as CONTRACTOR. Sentinel Offender Services, LLC is located at 220 Technology Drive, Suite 200, Irvine, CA 92618.

RECITALS

WHEREAS, the County of Los Angeles, through its probation officer, is required by various state laws to supervise persons placed on Probation; and

WHEREAS, the County of Los Angeles Probation Department has a need for an electronic monitoring program for adults, and

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

WHEREAS, the County of Los Angeles, through its Probation Officer, is authorized under California Penal Code Section 1203.14 and otherwise to engage in activities designed to monitor persons placed on probation and to prevent adult delinquency such as contemplated by this contract; and

WHEREAS, the CONTRACTOR is duly qualified to engage in the business of providing 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:

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 and V 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 -	Intentionally Omitted
1.3	EXHIBIT C -	Intentionally Omitted
1.4	EXHIBIT D -	Contractor's EEO Certification
1.5	EXHIBIT E -	County's Administration
1.6	EXHIBIT F -	Contractor's Administration
1.7	EXHIBIT G -	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 -	Intentionally Omitted
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 -	Operational Procedures Manual

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.

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 twelve (12) month period commencing **December 1, 2013** through **November 30, 2014**, or following Board of Supervisors approval, whichever is later, unless terminated or extended, in whole or in part, as provided in this Contract. 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 up to four (4) 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 PAYMENTS

5.1 The contract payments under the terms of this contract will be the total monetary amount payable by CONTRACTOR to COUNTY for administrative services.

5.2 The CONTRACTOR shall compensate COUNTY a non-refundable fee for all suitable and unsuitable assessments completed by COUNTY. Criteria for suitable, unsuitable and ineligible assessments are set forth in Exhibit A, Statement of Work, Section 1.8, Referral and Assessment Process.

The fee schedule for completed assessments is as follows:

5.2.1 CONTRACTOR shall compensate COUNTY in the amount of $57.00 for each suitable assessment that results in placement on EMP.

5.2.2 CONTRACTOR shall compensate COUNTY in the amount of $28.50 for each suitable assessment which does not result in placement on EMP.

5.2.3 CONTRACTOR shall compensate COUNTY in the amount of $28.50 for all unsuitable assessments.

The CONTRACTOR shall not be charged a fee for any ineligible assessments. The COUNTY reserves the right to review and adjust the fee amount on an annual basis prior to contract renewal.

5.3 Contractor shall pay COUNTY monthly in arrears the referenced above as the Contract Payment within fifteen (15) calendar days after receipt of a County invoice. All payments shall be by check or draft issued and payable to:

Los Angeles County Probation Department
9150 E. Imperial Highway, Downey, CA 90242
Attention: Fiscal Services

5.4 Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.

5.5 No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to COUNTY. This provision shall survive the expiration or other termination of this Contract.

5.6 If any payments to the COUNTY are not received by the due date, a late charge of one and one-half percent (1.5%) of the payment due, unpaid balance and $100 shall be added to the payment, and the total sum shall be immediately due and payable to the COUNTY. An additional charge of one and one-half percent of said payment, excluding late charges, shall be added for each additional month that said payment remains unpaid.

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 The CONTRACTOR shall provide its own full time officer or employee as Project Director and clearly identify the person in the proposal. The CONTRACTOR's Project Director or an approved alternate shall be assigned locally and available for telephone or

pager contact twenty-four (24) hours a day, Monday through Sunday, including all COUNTY holidays. The CONTRACTOR's Project Director shall provide overall management and coordination of the contract services on the CONTRACTOR'S behalf, and shall act as the central point of contact with Probation.

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 must have a minimum of two (2) years within the last five (5) years providing the contracted services.

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.

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 the 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 7.4.6. 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 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 the 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 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.

7.4.6 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S or Subcontractor's employee, COUNTY will bill CONTRACTOR to recover expenses. The current 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 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 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.

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 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.

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 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.

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 "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY'S satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

4. CONTRACTOR'S violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future COUNTY Contracts

for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY'S approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY'S approval or ongoing evaluation of such work.

8.9.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW 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 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, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a

bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO 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).

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.

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 such default arises out of causes beyond the control of both CONTRACTOR and such Subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

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

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

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

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

8.22.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

8.22.4 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.

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:

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

- 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.

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 Subcontractor's General Liability policy. CONTRACTOR shall obtain COUNTY'S prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.24.9 **Deductibles and Self-Insured Retentions (SIRs)**

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

the State of California.

8.24.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 **Application of Excess Liability Coverage**

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

8.24.12 **Separation of Insureds**

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

8.24.13 **Alternative Risk Financing Programs**

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

8.24.14 **County Review and Approval of Insurance Requirements**

The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY'S determination of changes in risk exposures

8.25 INSURANCE COVERAGE 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.

8.25.4 **Professional Liability/Errors and Omissions** insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than $1 million per claim and $2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25.5 **Crime Coverage** insurance in an amount of not less than one hundred thousand dollars ($100,000) covering against loss of money, securities, or other property related to hereunder which may result from employee dishonesty, forgery, alteration, theft, disappearance , and destruction, burglary and robbery.

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

CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.26.3 The action noted in Sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

8.26.4 This Sub-paragraph shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR'S prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any COUNTY, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The CONTRACTOR shall certify to, and comply with, the provisions of *Exhibit D, Contractor's EEO Certification.*

8.28.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading,

demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this 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.

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.

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

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,

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.

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

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:

Tene Tate, 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

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

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

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.

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,

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

9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

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

9.4.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.4.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.4.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.4.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Sub-paragraph 9.4.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 9.4.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.4.6 All the rights and obligations of this Sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

9.5 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

9.5.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

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

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

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

9.6 INTENTIONALLY OMITTED

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

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer- Clerk
Of the Board of Supervisors

BY_____

SENTINEL OFFENDER SERVICES, LLC

By _____

Alan Velasquez
Name (Typed or Printed)

Vice President
Title

Aug. 13, 2013
Date

APPROVED AS TO FORM:

JOHN F. KRATTLI
COUNTY COUNSEL

By _____
MILLICENT L. ROLON
PRINCIPAL DEPUTY COUNTY COUNSEL

8/12/13
Date

EXHIBIT A

STATEMENT OF WORK

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
1.0	SCOPE OF WORK	51
2.0	SPECIFIC TASKS	53
3.0	QUALITY CONTROL PLAN	57
4.0	QUALITY ASSURANCE PLAN	57
5.0	DEFINITIONS	59
6.0	RESPONSIBILITIES	61
	COUNTY	61
	6.1 Personnel	61
	CONTRACTOR	62
	6.2 CONTRACTOR Project Director	62
	6.3 CONTRACTOR Personnel	62
	6.4 CONTRACTOR Furnished Items	63
	6.5 CONTRACTOR'S Office	63
7.0	HOURS/DAYS OF WORK	64
8.0	UNSCHEDULED WORK	64
9.0	PERFORMANCE REQUIREMENTS SUMMARY	64

EXHIBIT A
STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

1.1 CONTRACTOR shall provide services necessary to operate a continuous electronic monitoring program (EMP) for low to high-risk offenders and/or adult probationers (participants) as an alternative to incarceration, detention, or court sanction. EMP participants may reside in all areas in the State of California. CONTRACTOR shall comply with the guidelines and standards of the Probation Department's Electronic Monitoring Program (EMP) Operational Procedures Manual (Manual), *as specified in Exhibit V.*

The CONTRACTOR shall be responsible for the following:

1.1.1 Providing and maintaining highly dependable continuous electronic monitoring equipment (including, but not limited to, radio frequency and GPS technologies, both passive and active) deemed appropriate by the Probation Department to ensure that EMP participants are monitored on a daily twenty-four (24) hour continuous basis.

1.1.2 Providing installation and removal of all electronic monitoring equipment within established time frames as described in Section 2.0 below, Specific Tasks.

1.1.3 Providing staff to monitor and document the activities of the EMP participants on a daily twenty-four (24) hour continuous basis to determine if they are in compliance with all conditions of the sentencing court and/or EMP requirements.

1.1.4 Notifying appropriate authorities through standardized reports of an EMP participant's compliance to these requirements within established time frames, as described in Section 2.0 below, Specific Tasks.

1.1.5 Maintaining complete and accurate records relating to participants' compliance to orders of the court and EMP requirements, as well as issuance, replacement and maintenance of equipment.

1.1.6 Maintaining complete and accurate financial records relating to CONTRACTOR'S EMP operational income and expenses and EMP participants' financial assessments and payment information.

1.1.7 Advising COUNTY of innovations and new equipment in the electronic monitoring industry as the information becomes available.

1.1.8 Providing appropriate staff to be available, at no cost to the County, to testify regarding an EMP participant, if required in any judicial proceeding.

1.2 CONTRACTOR shall be responsible for providing a sufficient number of branch offices located in various geographic locations within the County of Los Angeles. Due to the geographic size of the COUNTY, a minimum of four branch offices, located in the North, South, East and West region of the COUNTY. COUNTY may agree to a lower number of offices, based on their geographical location and CONTRACTOR'S overall demonstrated ability to provide the required services from the proposed locations. All such offices must be located at least two hundred fifty (250) yards from any residential area, park, school, or other area or structure where children are reasonably likely to congregate.

1.3 COUNTY reserves the right to review and approve all publications and advertisements regarding the CONTRACTOR'S EMP prior to release in accordance with the Contract, Section 8.37 (PUBLICITY).

1.4 Referral and Assessment Process

1.4.1 Participants are identified for EMP by the County of Los Angeles Probation Department (Probation), County of Los Angeles Sheriff Department (Sheriff), or the Courts. Identified participants may be handicapped, have medical restrictions, and/or caretakers of others.

1.4.2 Probation's Pretrial Services Division (PPSD) conducts a suitability assessment of identified participants prior to enrollment in the EMP. Each suitability assessment will consist of an interview, address verification, criminal record analysis, and completion of a validated risk assessment. PPSD will notify the Court, the Sheriff and the CONTRACTOR of the suitability assessment findings.

1.4.3 Each assessment will result in a classification finding of suitable, unsuitable or ineligible. A suitable assessment is defined as a defendant who achieves a low, medium or high risk score, and meets the program's eligibility requirements.

1.4.4 An unsuitable assessment is defined as a defendant whose risk score indicates a history of violence, threat to public safety, a risk score exceeding the established high risk threshold, or other unfavorable factors. An ineligible assessment is defined as a defendant who is disqualified from EMP for not meeting the minimum eligibility requirements.

2.0 SPECIFIC TASKS

CONTRACTOR shall provide an EMP that shall consist of orientation, enrollment, monitoring, specified equipment, installation consultation and support services for program participants.

2.1 CONTRACTOR shall provide a daily twenty-four (24) hour continuous EMP for participants which shall include:

2.1.1 Enrollment of EMP participants within specified time frames.

2.1.2 Providing EMP participants with written program rules, regulations, participant complaint procedures, fee adjustment procedures, and equipment instructions at the time of enrollment.

2.1.3 Obtaining EMP program participant's written consent to participate in the program and to comply with the rules and regulations of the program at the time of enrollment.

2.1.4 Completing financial assessment forms during EMP orientation to determine participant's ability to pay daily program fee utilizing a sliding fee scale and providing the participant with written procedures for fee reduction requests. CONTRACTOR shall not deny participation to any person based on inability to pay daily program fee.

2.1.5 Obtaining participant's signature on a fee agreement form once a payment agreement has been determined.

2.1.6 If an EMP participant willfully fails to pay program fees after signing a fee agreement, and has not requested a fee reduction evaluation, CONTRACTOR may terminate EMP participant as outlined in the Probation's Manual.

2.1.7 Establishing and maintaining EMP participant's case files in compliance with the Manual. All case files shall remain under the jurisdiction of Probation.

2.1.8 Assigning and installing active monitoring equipment, utilizing a random contact back-up system, to all EMP participants within established time frames.

2.1.9 CONTRACTOR's case manager shall meet in person with participants that have been assessed by Probation as specified in the Manual.

2.1.10 Monitoring EMP participant's adherence to EMP rules and regulations and report compliance to appropriate authorities as described in the Manual.

2.1.11 Tracking and reporting EMP participant's adherence to orders of the court or program guidelines.

2.1.12 Providing statistical data as described in the Manual.

2.1.13 Providing installation and removal of equipment within established time frames.

2.1.14 Providing repair and/or replacement of equipment within twenty-four (24) hours of discovery of a malfunction. Approved procedures must be followed to monitor EMP participant during period of time equipment is not functioning properly.

2.1.15 Providing immediate, documented telephonic response to tamper alarms. After initial contact, place documented telephone calls to the participant every two (2) hours until tamper is reset or transmitter replaced. Replacement, if necessary, must occur within twenty-four (24) hours of initial tamper alarm. Replacements, repairs and resets must be documented.

2.1.16 Verifying all departures to and from the place of confinement.

2.1.17 Notification to the designated authorities of the probable violation of EMP conditions within the time limits established by the COUNTY.

2.2 CONTRACTOR's EMP equipment and services shall include the following:

2.2.1 Receiver must be equipped with a minimum twenty-four (24) hour battery back-up and low battery alarm feature.

2.2.2 Receiver must be sealed and have a tamper feature.

2.2.3 Transmitter and/or tracking equipment attached to the participant

will be as inconspicuous as possible.

2.2.4 Transmitter and/or tracking equipment must have a low battery alarm feature.

2.2.5 The battery life of the transmitter and/or tracking equipment and receiver must either be sufficient to last throughout the entire term of the participant's sentence or the battery must be replaced within twenty-four (24) hours of a "low battery" alarm received, prior to battery failure.

2.2.6 Transmitter and/or tracking equipment strap must be equipped with tamper alarm and have adjustable sizing.

2.2.7 Transmitter and/or tracking equipment must be water resistant and hypoallergenic.

2.2.8 Transmitter and/or tracking equipment attached to program participant will have a non-erasable unit serial number.

2.2.9 Transmitter and/or tracking equipment attached to program participant will have program identification label identifying the CONTRACTOR and giving a central telephone number.

2.2.10 All monitoring activity from EMP equipment at participant's residence shall be reported to CONTRACTOR monitoring center through a toll free telephone line.

2.2.11 Monitoring system software must be password protected.

2.2.12 Monitoring system must have flexible curfew scheduling capability.

2.2.13 Monitoring system must provide for twenty-four (24) hour pager alert for branch managers.

2.2.14 Monitoring system must provide expansion capability and Internet access.

2.2.15 Monitoring system must provide custom event printouts.

2.2.16 Central monitoring computer must be set to perform an automatic monitor check-in with the field-monitoring device a maximum of every four (4) hours. If check-in is not received within five (5) hours,

a documented monitor response is required.

2.3 CONTRACTOR shall develop written policy and procedures that specify the methods used for the receiving, safeguarding, disbursing, and recording of funds. CONTRACTOR'S accounting procedures must minimize loss, mismanagement, and theft and must provide for "audit trails".

2.4 CONTRACTOR shall maintain complete and accurate records regarding:

2.4.1 Contractor program expense and income information

2.4.2 Participant orientation, enrollment and financial assessment and payment information

2.4.3 Participant's compliance

2.4.4 Staff training

2.4.5 Assignment, installation, replacement, and removal of participant's electronic monitoring equipment

2.5 CONTRACTOR shall provide a computerized electronic monitoring equipment inventory and maintenance service of each piece of equipment used within this program, including all repairs and/or replaced equipment.

2.6 CONTRACTOR shall provide access, at any time, for COUNTY to inspect records, offices or facilities being maintained in conjunction with this program.

2.7 CONTRACTOR shall provide other services found to be necessary relating to the operation of an EMP, including but not limited to random contact monitoring equipment and approved breath alcohol testing device, either separately, or in conjunction with electronic monitoring.

2.8 CONTRACTOR shall establish procedures to document the receipt and resolution of participant's disputes. Any disputes not resolved through this process within ten (10) business days of the receipt of the dispute by the CONTRACTOR will be referred to the COUNTY for mediation.

2.9 CONTRACTOR shall investigate and respond to COUNTY in writing within five (5) business days from receipt of complaint by COUNTY. The response shall include a statement of the facts, whether the allegation is true or false, corrective action taken or planned if applicable and controls to prevent reoccurrence of the problem.

2.10 CONTRACTOR shall be available for COUNTY on-site inspections and audits to review and monitor all program components, including, but not limited to, participant case files, monitoring records, and other records to ensure CONTRACTOR compliance to contract provisions.

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.

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 *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 Performance Evaluation Meetings

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.

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 five (5) business days.

5.0 DEFINITIONS

5.1 Ability to Pay - As used herein, the term "ability to pay" shall mean the overall capability of the person to reimburse the costs, or a portion of the costs, of providing program services and shall include, but shall not be limited to, consideration of all of the following factors:

5.1.1 Present financial position.

5.1.2 Reasonably discernible future financial position. In no event shall the CONTRACTOR consider a period of more than six (6) months from the date of acceptance into the program for purposes of determining reasonable discernible future financial position.

5.1.3 Likelihood that the person shall be able to obtain employment within the six (6) month period from the date of acceptance into the program.

5.1.4 Any other factor that may bear upon the person's financial capability to reimburse the CONTRACTOR for the cost of the program

5.2 Assessment - As used herein, the term "assessment" shall refer to an evaluation of a defendant referred to Probation to determine suitability for participation in the electronic monitoring program.

5.3 Branch Manager – As used herein, the term "Branch Manager" shall mean an employee of the CONTRACTOR whose responsibility is to manage the activities of a branch office.

5.4 Breath Alcohol Testing Device – As used herein, is an approved device to test the breath alcohol level of program participants.

5.5 Business Day – Monday through Friday, 8:00 a.m. to 5:00 p.m., not including any COUNTY holidays.

5.6 Case Manager - As used herein, the term "Case Manager" shall mean an employee of the CONTRACTOR whose responsibility it is to provide the highest level of service to the courts and to ensure community safety. A case manager's duties include, but are not limited to, providing the participant with program rules and regulations; assessing participant's ability to pay program fees; ongoing monitoring and documenting the participants' compliance, or lack thereof, to court orders; reporting incidents of non-compliance and other reports as described in the EMP Operational Procedures Manual to the appropriate authorities.

5.7 Contract Discrepancy Report (CDR) - A report prepared by the COUNTY'S Program Manager to inform the CONTRACTOR(s) of 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.

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

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

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

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

5.12 Curfew - As used herein, the term "Curfew" shall mean the hours during which a participant is required to be at home, within range of the monitoring receiver.

5.13 Enrollment - As used herein, the term "Enrollment" shall mean the process of instructing a participant in the program guidelines, assessing fees, obtaining signed participation agreement, attaching transmitter to the participant and installing the equipment in the participant's home. Enrollment is not complete until a successful "transmit" message is received from the equipment in the participant's home by the CONTRACTOR'S monitoring center.

5.14 Financial Assessment - As used herein, the term "financial assessment" shall mean completing Probation Department approved standardized forms to determine participant's ability to pay program fees.

5.15 Installation - As used herein, the term "installation" shall refer to that part of the enrollment process where the monitoring equipment is installed in the participant's home by a authorized employee of the CONTRACTOR, equipment switched on and successful "transmit" message received.

5.16 Orientation - As used herein, the term "orientation" shall refer to that part of the enrollment process where the participant is instructed in the program guidelines, a fee assessment is completed, participant signs

required documents to be accepted into the program, and arrangements are made for the installation of the monitoring equipment.

5.17 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. *(Exhibit U)*

5.18 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.

5.19 Rules and Regulations - As used herein, the term "rules and regulations" shall mean the terms and conditions of program participation as approved and adopted by the Board of Supervisors, pursuant to PC 1203.016.

5.20 System - As used herein, the term "System" shall mean all hardware, software, services and documentation (including all enhancements thereto), developed for the Probation Department's Electronic Monitoring Program.

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:

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 The CONTRACTOR shall provide its own full time officer or employee as Project Director and clearly identify the person in the proposal. The CONTRACTOR's Project Director or an approved alternate shall be assigned locally and available for telephone or pager contact twenty-four (24) hours a day, Monday through Sunday, including all COUNTY holidays. The CONTRACTOR's Project Director shall provide overall management and coordination of the contract services on the CONTRACTOR'S behalf, and shall act as the central point of contact with Probation.

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 must have a minimum of two (2) years within the last five (5) years providing the contracted services.

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.

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 The CONTRACTOR shall be responsible for providing trained staff to fulfill the contract service. Training shall include, but not be limited to, policies and procedures, equipment and monitoring, case

management techniques, documentation procedures, participant compliance procedures, and participant fee assessment procedures.

6.3.2 The CONTRACTOR shall provide a branch manager for each office location where participants report. The branch manager shall not have any participant cases assigned to him/her.

6.3.3 The CONTRACTOR'S staffing ratio for case managers must be maintained at one (1) case manager for every seventy-five (75) program participants, plus or minus eight percent (8%). COUNTY may require a lower ratio for caseloads of high-risk participants.

6.3.4 The CONTRACTOR shall ensure that by the first day of employment, all persons with access to adult records and arrest information, and COUNTY case information have signed a Criminal Offender Record Information (CORI) acknowledgement form. **CONTRACTOR shall retain original CORI form and forward a copy to COUNTY Contract Manager within five (5) business days of start of employment. (*Exhibit T)***

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

6.3.6 The 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.

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

6.3.8 Contractor shall be required to background check their employees as set forth in Sub-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.

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

The CONTRACTOR shall be required to provide an electronic monitoring program twenty-four (24) hours per day, seven (7) days per week including COUNTY recognized holidays. CONTRACTOR shall have adequate staff available to perform the work requirements of this contract on a twenty-four (24) hour continuous basis.

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

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

CONTRACTOR'S EEO CERTIFICATION

Sentinel Offender Services, LLC
Contractor Name

201 Technology Drive, Irvine, CA 92618
Address

33-0929945
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Alan Velasquez, Vice President
Authorized Official's Printed Name and Title

Alan Velasquez
Authorized Official's Signature

Aug. 13, 2013
Date

COUNTY'S ADMINISTRATION

CONTRACT NO.

COUNTY'S CONTRACT MANAGER:

Name:	Tasha Howard
Title:	Probation Director, Contracts and Grants Management
Address:	9150 East Imperial Highway, Room 82/83
	Downey, CA 90242
Telephone:	562-940-2728
Facsimile	562-658-2307
E-Mail Address:	Latasha.Howard@probation.lacounty.gov

COUNTY'S PROGRAM MANAGER:

Name:	Harold Solomon
Title:	Probation Director, Pre-Trial Services
Address:	550 Shatto Place
	Los Angeles, CA 90020
Telephone:	213-351-0373
Facsimile	213-383-7590
E-Mail Address:	Harold.Solomon@probation.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name:	Tene Tate
Title:	Program Analyst
Address:	9150 East Imperial Highway, Room B-62
	Downey, CA 90242
Telephone:	562-940-2857
Facsimile	562-658-4771
E-Mail Address:	Tene.Tate@probation.lacounty.gov

COUNTY'S CONTRACT MONITOR:

Name:	Sandra Torres
Title:	Supervising Program Analyst
Address:	7639 South Painter Avenue
	Whittier, CA 90602
Telephone:	562-907-3004
Facsimile	562-464-2831
E-Mail Address:	Sandra.Torres@probation.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Sentinel Offender Services, LLC

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: Ms. Lupe Martinez

Title: Field Operations Manager - West

Address: 205 South Broadway, # 720
Los Angeles, CA 90012

Telephone: 562.244.1793

Facsimile: 213.613.1740

E-Mail Address: lmartinez@sentrak.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Robert Contestabile

Title: President / CEO

Address: 201 Technology Drive
Irvine, CA 92618

Telephone: 800.589.6003

Facsimile: 949.453.1554

E-Mail Address: bcontestabile@sentrak.com

Name: Alan Velasquez

Title: Vice President

Address: 201 Technology Drive
Irvine, CA 92618

Telephone: 800.589.6003 ext. 2236 or 949.678.0813

Facsimile: 949.453.1554

E-Mail Address: avelasquez@sentrak.com

Notices to Contractor shall be sent to the following:

CONTRACTOR'S ADMINISTRATION

Name: Alan Velasquez

Title: Vice President

Address: 201 Technology Drive
Irvine, CA 92618

Telephone: 800.589.6003 ext. 2236 or 949.678.0813

Facsimile: 949.453.1554

E-Mail Address: avelasquez@sentrak.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No._____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No._____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

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.

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)

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,

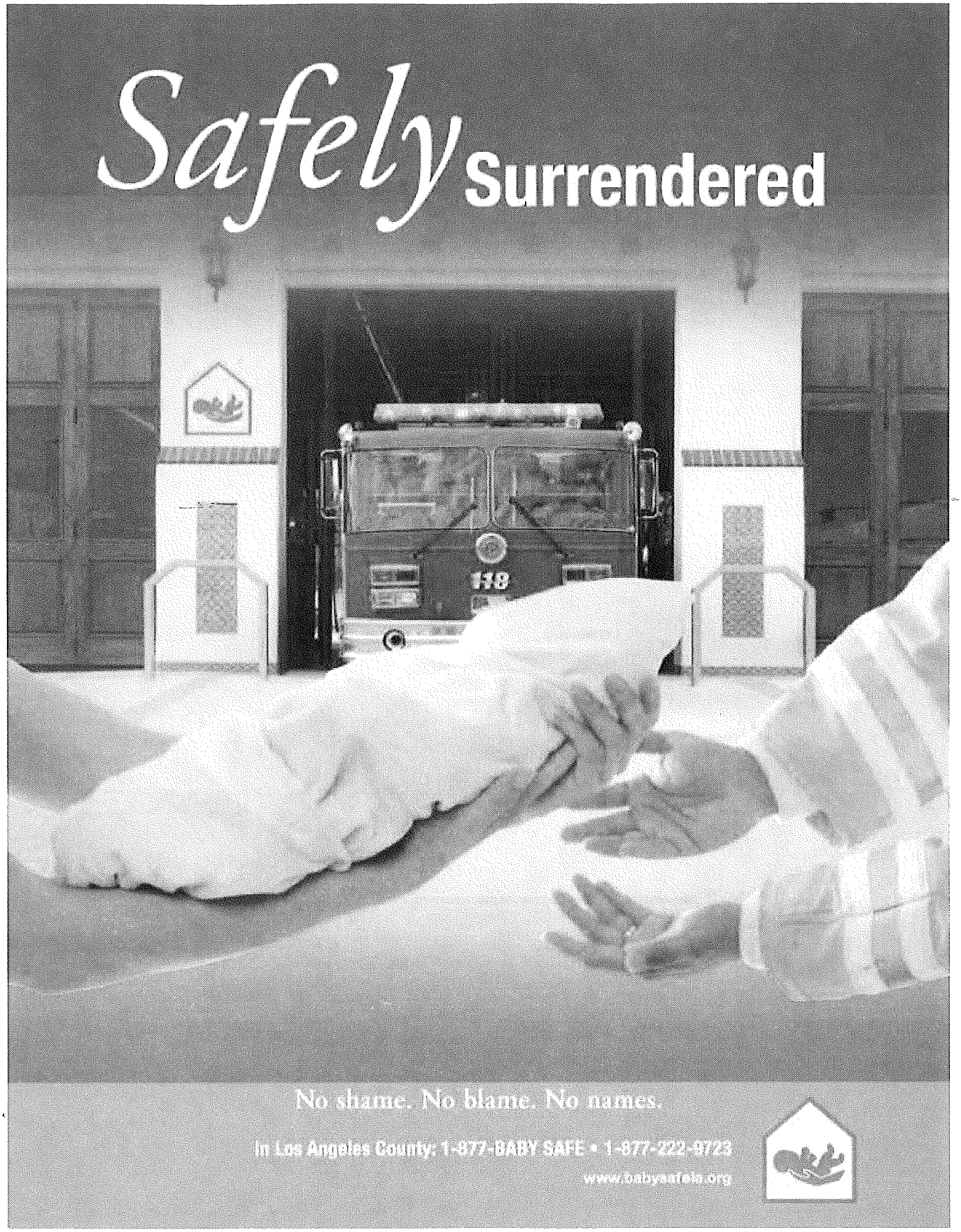
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"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)


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.

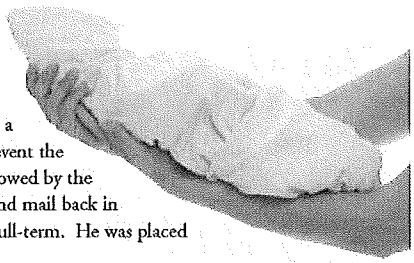
What happens to the parent or surrendering adult?

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

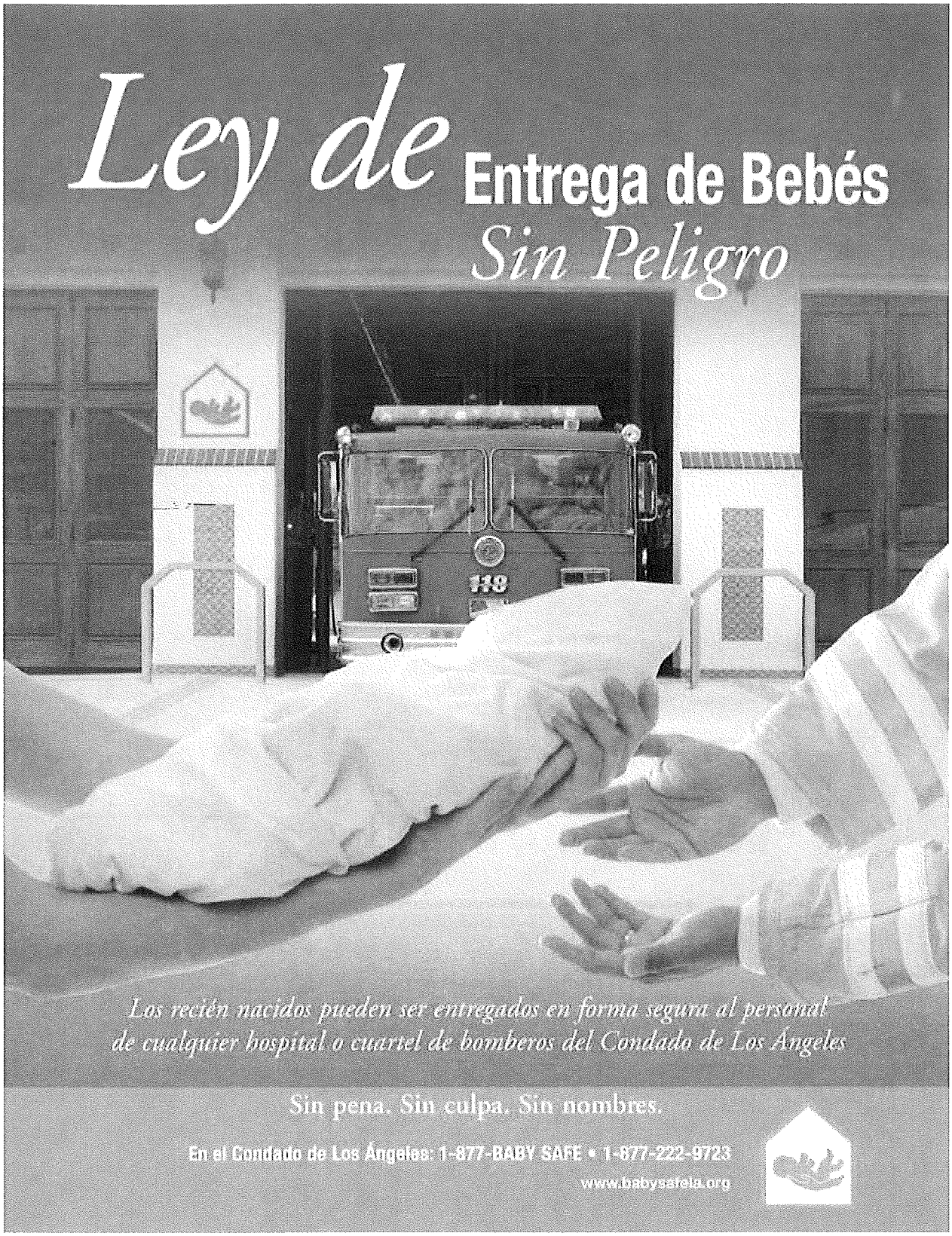
Why is California doing this?

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
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.

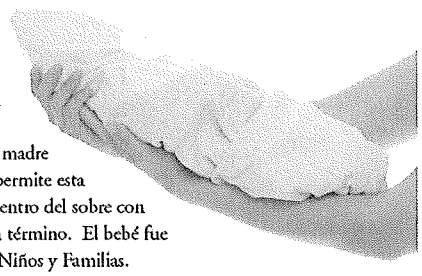
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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 O

INTENTIONALLY OMITTED

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).

EXHIBIT P

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

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.)

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:

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

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:

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.

A. 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.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 2 of 3

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.
    1. 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;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 3 of 3

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.)

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

Company Name:	Sentinel Offender Services, LLC
Company Address:	201 Technology Drive
City: Irvine	State: CA Zip Code: 92618
Telephone Number: 800.589.6003	Email address: avelasquez@sentrak.com
Solicitation/Contract For Probation Services:	Electronic Monitoring 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: Alan Velasquez	Title: Vice President
Signature: Alan Velasquez	Date: Aug. 13, 2013

Date: Aug. 13, 2013

CONTRACT DISCREPANCY REPORT

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 _____

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 case files 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)

_____
Title

_____
Date

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

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

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 Acceptance 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 AQL'S, 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 *Exhibit U.*

Jerry E. Powers
Chief Probation Officer

County of Los Angeles Probation Department
Pretrial Services Division
433 Bauchet Street
Los Angeles, CA 90012
(213) 974-5821

COUNTY OF LOS ANGELES PROBATION DEPARTMENT
ELECTRONIC MONITORING PROGRAM
(EM)

OPERATIONAL PROCEDURES MANUAL

TABLE OF CONTENTS

I INTRODUCTION 1

II PART I - PRETRIAL SERVICES CASE PROCESSING

Referral Process 3

Application Types 3

Risk Assessment 3

Vendor Notification 4

Program Marketing 4

Court Referrals 5

County Jail Referrals 5-6

Civil Referrals 7

III PART II - CONTRACTOR CASE PROCESSING

Enrollment Date Requirements 9

Participant Enrollment 10

Participant Orientation 10

Setting Up Case File 11

Setting Fees 12

Setting Curfew Schedules 13

Work Hours 14

Court authorized activities 15

Hook-up 16

Daily Contact List 16

TABLE OF CONTENTS

Schedule Changes 17

Replacement/Repair of Equipment 18

Tamper Alarms 18

Reporting Guidelines 18

Types of Reports 19

Distribution 20

Monitoring Activity Reports 21

New Arrests 22

Participant Voluntarily Terminates 22

Defendant Walk-ins 23

Enrollments after Ineligible Recommendation 23

Participant Change of Address 23

Documentation 24

Office Meetings 25

Case Notes 25

Quality Control 26

Monthly Reports 26-27

Definitions 28-30

APPENDIX

Vendor Notification ..... A

Vendor Notification - Court Ordered Participation ..... B

Daily Contact List C

EM-01 (Excluded Charges - Court Program) ..... D

EM-02 (Excluded Charges - Jail Program) ..... E

Assessment/Attorney Referral ..... F

Court Notification Forms/Offender Information sheet ..... G

Program Rules and Regulations /County Jail Referrals ..... H

Client Contract I

Financial Information Worksheet ..... J

Sliding Scales ..... K

INTRODUCTION

Contractor(s) providing electronic monitoring services for Los Angeles County on a daily 24-hour continuous basis shall comply with the Los Angeles County Probation Department's Electronic Monitoring Program's Operational Procedures Manual (OPM).

The purpose of the standards and procedures presented in this manual, along with the Probation Department's screening process of referred offenders and its auditing component, is to provide the highest level of service to the courts and maintain a high regard for community protection.

This manual will explain standards and procedures for the processing and the monitoring of program participants and the maintenance of documentation in case files.

There shall be no deviation from the standards and/or procedures contained in this manual without the prior written approval of the Electronic Monitoring Program's Steering Committee, which will be chaired by the Probation Department's Project Director.

The County will evaluate the contractor(s) contract performance using various quality assurance measurements. Compliance with the OPM's standards and procedures will be one of those measurements.

PART I

PRETRIAL SERVICES CASE PROCESSING

REFERRAL AND ASSESSMENT PROCESS

REFERRAL PROCESS

Defendants are referred to Pretrial Services (PTS) to be evaluated for participation in the Electronic Monitoring Program (EM) by agencies or persons within the justice community.

Pretrial Services is responsible for evaluating defendants to determine eligibility/suitability for program participation. This evaluation process will include:

-- Interviewing defendant
-- Accessing, interpreting and evaluating criminal history information
-- Completing risk assessment scale
-- Verifying the address, telephone and other information provided by the defendant
-- Determination of eligibility/suitability for program participation
-- Reporting defendant's eligibility/suitability for program participation to the Court, Deputy Probation Officer, Sheriff's Department, and to the Contractor

APPLICATION TYPES

There are seven types of EM referrals. The following is a list of codes used by PTS to identify each application type:

BA Breath Alcohol Testing (BAT) only
CC Civil contempt/Family Law
ES Electronic Monitoring; referred by the Sheriff (A.K.A. County Jail -CJ cases)
EC Electronic monitoring; referred by court at time of conviction
ET Pretrial Misdemeanor and Felony; referred by court prior to conviction
EP Probation Officer (DPO) referral, misdemeanor/felony, pre or post-conviction/sentencing
DV Domestic Violence Candidate – (Component implemented 10-12-04).

RISK ASSESSMENT

Once the evaluation has been completed, a risk level is assigned based on the point outcome of the EM Risk Assessment Scale:

0 - 13 Standard Monitoring

14 - 22 Enhanced Monitoring

VENDOR NOTIFICATION

A *VENDOR NOTIFICATION* is completed by PTS on all defendants referred to EM and faxed to the Contractor. This Notification provides the following information:

-- EM Application number

-- Court case number or booking number

-- Conviction charge(s)

-- Defendant's name, address and telephone number, if applicable

-- Referral date

-- Assessment findings:

- Suitable
- Unsuitable
- Ineligible (reason for ineligibility is also given)

-- Risk assessment level (criminal offenders only)

-- Probation status (includes "X" number, Deputy Probation Officer, Probation Area Office and telephone number)

-- Driver's license status (valid, suspended, revoked, restricted, or none)

-- General comments regarding the unsuitability of a defendant. Such as the nature of violent offenses in cases where a defendant is found to be unsuitable for program participation due to a history of violence

-- Primary language

PROGRAM MARKETING/AWARENESS

Marketing the EM program is the responsibility of the contractors. The Probation Department will support the EM program by educating relevant County agencies about the program's policies and procedures.

COURT REFERRALS

Prior to sentencing where the defendant has been convicted, pled guilty or found in violation of probation, the Court refers the defendant to be evaluated by Pretrial Services for suitability for the Electronic Monitoring Program (EM).

The Court completes the Court Referral Form and faxes it to EM staff at (213) 633-4684 OR contacts EM staff by telephone at (213) 893-5369 and provides the information listed on the Court Referral Form. The Court then instructs the defendant to contact EM staff at (213) 893-5369 by then end of the next business day to complete an application. Instead of providing verbal instructions, the Court has the option to give the defendant a copy of the "EM Instructions to Defendant" form.

Defendants with multiple cases referred by the court must have a separate EM APPLICATION NUMBERS assigned to each court case number.

Criteria for referral

-- Post conviction misdemeanors and felonies

-- Pre-sentenced misdemeanors and felonies

-- Civil Contempt cases

Contractor Notification

EM staff will fax the completed Vendor Notification to Contractor for all cases assessed by PTS, whether found Suitable, Unsuitable or Ineligible. The Contractor will contact PTS regarding any enrollments or scheduled enrollments that do not have a completed suitable or unsuitable assessment.

COUNTY JAIL REFERRALS

The Sheriff Community Based Alternatives to Custody (CBAC) personnel refer county jail inmates to be evaluated by Pretrial Services Electronic Monitoring Program for determination suitability for electronic monitoring release. CBAC Sheriff personnel have two methods of referral to PTS EM. The first method is by providing, each morning, an automated fully sentenced inmate list identified as potential candidates for EM consideration. The second method is by providing individual cases, such as special classified inmates, for EM evaluation. Beginning October 12th, 2004, LASD identified sentenced fully sentenced inmates with PC275.5 and PC243(e)1 convictions as a population potentially acceptable for the EM Program. With concurrence between LASD Administration, and Probation Department Administration, EMP staff began screening fully sentenced PC273.5 and Pc 243(e)1 inmates for EMP.

Only suitable assessed inmates by PTS EM will be released on electronic monitoring. All inmates assessed and determined to be ineligible or unsuitable will remain in custody. Sheriff personnel retain final release authority and may disqualify a suitable EM candidate if deemed necessary.

Criteria for referral

- -- County jail inmates fully sentenced to county jail time on misdemeanor or felony cases
- -- Inmates cannot be in custody on any excluded conviction charges
- -- Inmates can have no pending felony cases
- -- Inmates can have no outstanding warrants
- -- Inmates can have no custody holds
- -- Inmates can have no rehabilitation orders
- -- Inmates can have no disqualified custody special handling restrictions

Contractor Notification

EM staff will provide a copy of the completed Vendor Notification for all suitable assessments to the Contractor and Sheriff CBAC personnel. This will be done daily without exception. As inmates are approved, the names are given to the Contractor staff assigned to the jail location periodically throughout the day.

All suitable Vendor Notifications are faxed to the Contractor's enrollment center on a daily basis. There will be required communication from EM staff and the Contractor's enrollment staff to verify proper notification on all suitable EM candidates.

CIVIL REFERRALS

On occasion, Superior Court will refer Family Law matters (civil contempt) to the EM program. In most cases, the bench officers do not want an assessment. Referrals should be made from the court to Pretrial Services and will be handled in the same manner as criminal cases, except that there will be no criminal record check. In the event a Contractor should receive a referral directly from the court on a civil case, instruct the defendant to call Pretrial Services. Pretrial Services will complete a partial application and will check the address and telephone information only. The defendant will be given a Pretrial application number and will be told to call the Contractor for enrollment.

PART II

CONTRACTOR CASE PROCESSING

ENROLLMENT DATE REQUIREMENTS

Court Component

The court will complete a Sentencing Notice indicating, among other things, the date by which a participant must be enrolled. Contractor must make every effort to enroll a participant by the date ordered. If this is not possible because, for example, the participant waited until the last day to be enrolled before contacting the contractor, the contractor will call the court, explain the circumstances, and ask for an extension.

County Jail Component

Inmates approved for participation by Pretrial Services are processed for release from custody into EM with the assistance of Sheriff and Contractor personnel assigned to work at the jail location. Inmates released for EM participation must be enrolled the same day they are released from jail. *County jail inmates released to EM retain custody status until their sentence expires.*

A. After confirming that the inmate is currently housed at county jail, Contractor personnel calls the person who will be picking up the inmate to provide the following instructions:

   -- Expect to spend approximately 3-4 hrs on the release process.

   -- Bring $120 cash or certified funds, a telephone bill to confirm the participant's phone number and address of record.

   -- Be prepared to drive the participant to his place of residence, making no stops, where he will remain on lockdown until his scheduled appointment with a branch office.

B. Contractor personnel assigned to the jail will then explain the program rules and regulations (Appendix G) to the inmate. EM installation instructions and the consequences of non-compliance are explained to the inmate. If the inmate agrees to abide by the program guidelines, he will sign a consent form; which becomes a part of the inmate's custody jacket and participant case file.

C. Sheriff's deputies will process the EM release, which includes a custody record and commitment document check. The inmate will be instructed to go directly home and report to a designated branch office for enrollment the following day.

II. PARTICIPANT ENROLLMENT

The Contractor will instruct the court-sentenced participant to bring in a copy of the Sentencing Notice, signed by the judge or court clerk. All participants will be instructed to provide picture identification, verification of income, and a recent telephone bill verifying the telephone number and address of record. The enrollment process consists of program orientation, fee assessment, equipment installation and receipt of a "good hook-up" message. Note: County Jail participants will have transmitters attached before release from custody; court participants will have transmitter attached by contractor staff at enrollment appointment. Contractor staff will provide all participants with installation instructions.

A. PARTICIPANT ORIENTATION

1. INTERVIEW

During the initial enrollment interview the case manager will establish a case file, as described in paragraph 2 below, familiarize the participant with program requirements, set curfew schedule, explain, in detail, the participant's responsibility to provide documentation to verify all time away from the residence, set program fees and advise participant of any additional administrative charges, i.e., enrollment fee, installation fee, equipment replacement due to participant caused damage. The orientation component of the enrollment process must include the following steps:

a. Photocopy participant's picture ID and telephone bill for case file.

b. Provide written rules and regulations to participant, explain each point, including grievance procedures and fee reduction procedures; have participant initial each page, including the fee agreement section and sign the last page acknowledging that he/she has read, understood and received a copy of the program guidelines and agrees to comply.

c. Collect initial enrollment and monitoring fee.

d. Schedule next office meeting according to risk level assessed by Pretrial Services:

- STANDARD MONITORING - a minimum of once every 2 weeks. "Standard" participants who fail to comply with curfew schedules or other program guidelines will be changed to weekly meetings until such time as compliance improves substantially.

- ENHANCED MONITORING - a minimum of once every week for the first thirty (30) days of program participation; thereafter, "enhanced" participants who comply with all program guidelines may be seen once every 2 weeks.

  Note: Participants sentenced on EM01 list of excluded charges will always be monitored at the ENHANCED level.

2. **SETTING UP CASE FILE**

Case files are established to provide a documented record of all EM participant activity. Participant case files are official Probation Department records and the information contained therein is confidential. The information contained in a case file is occasionally called into evidence at a court hearing. Should this occur, case managers are authorized to testify as to specific information contained in the file, but are precluded from releasing any documents or copies of any documents without authorization from the Probation Department.

Approved case files are divided into 2 sections with documents filed according to the chart below. All documents are filed in chronological order from bottom to top.

a. Section 1, Left Side

- Vendor Notification
- Sentencing Notice (and other court orders)
- Phone Bill
- Photo ID
- Database Record (DBR)
- Cash Receipts

b. Section 1, Right Side

- Orientation Forms, or Client Contract, must be dated and signed by participant and case manager. Included will be:

  - *Rules, regulations and consent form*
  - *Fee assessment and agreement form*
  - *Fee reduction procedures*
  - *Grievance procedures*

- Income Verification
- Chronological case notes

c. Section 2, Left Side

- Enrollment Notice
- All other court notices
- Completion/Termination Notice

d. Section 2, Right Side

- Original Schedule
- First transmit or good hook-up message
- Daily electronic monitoring activity reports
- Schedule changes
- Activity verification/documentation

3. **SETTING FEES**

The daily program fee is set based on the participant's ability to pay or the overall capability of the person to reimburse the costs, or a portion of the costs, of providing program services and shall include, but shall not be limited to, consideration of all of the following factors:

-- Present financial position

-- Reasonably discernible future financial position. In no event shall the contractor(s) consider a period of more than six (6) months from the date of acceptance into the program for purposes of determining reasonable discernable future financial position

-- Likelihood that the person shall be able to obtain employment within the six (6) month period from the date of acceptance into the program

-- Any other factor that may bear upon the person's financial capability to reimburse the contractor(s) for the cost of the program

A financial assessment must include, but is not limited to, the following steps:

a. Have participant complete a Financial Information Worksheet (Appendix K).

b. Obtain participant's gross household income verification such as paycheck stubs, proof of government benefits (AFDC, SSI, etc.), income tax returns, accounts receivable, etc.

c. Consult the Sliding Scale (Appendix L) as a reference in setting the daily program fee.

d. Have participant initial the fee agreement section of the Client Contract. *A signed, dated Client Contract form must be in the file before a participant can be terminated for failure to pay program fees (Appendix J).*

4. SETTING CURFEW SCHEDULE

Set curfew schedule based on the activities allowed by either the sentencing court or the Sheriff's Department and by information provided by the participant on the orientation forms. Under no circumstances shall a participant be allowed more time away from his or her residence than is needed to complete these authorized activities.

Court Component - The Sentencing Notice lists all activities ordered or allowed by the court. The Court must approve any requests for additional activities. If contractor does not have a copy of the Sentencing Notice during the initial interview, call the court immediately to request a faxed copy. The participant is to be on a "closed schedule" status that does not allow any activities until the Contractor can verify the court's order regarding permitted activities.

County Jail Component - The Sheriff's Department generally allows a participant to work or seek employment. Activities generally allowed may include court appointments, doctor/dental appointments, DMV, Social Services, Probation/Parole meetings, N/A or A/A meetings. Other activities allowed under certain circumstances are shopping/laundry (when participant lives alone) and hair cuts (if necessary for employment). All other activities must be verbally approved by a Sheriff Deputy assigned to EM.

Work Hours - Conventional Employment

It is expected that all participants will be allowed to work. Participant must provide his or her regular work schedule and the approximate travel time. Case manager will enter this information on the original scheduling form; which will be maintained in the participant's case file. Any changes to the permanent work schedule must be submitted at least 24 hours in advance must be noted in the case file.

a. Set permanent curfew schedule to include work hours and travel time each way.

b. Change schedule, as needed, for prior approved overtime, scheduled medical appointments, etc, noting reason for change in participant's case file. Instruct participant to provide appropriate documentation of the activity at the next office meeting.

c. Maintain copy of participant's original schedule and any subsequent schedule changes in case file.

WORK HOURS - UNCONVENTIONAL

Many participants are either self-employed or do not report to a specific job every day. Setting curfew schedules for these cases must be handled on an individual basis according to the participant's type of employment. Participant is expected to provide case manager with a work schedule and be able to verify his/her activities.

Participant's work curfew schedule is not to be so broad as to allow the participant to come and go for 8, 10 or 12 hours throughout the day with no way to verify employment, unless the court is aware of the situation and authorizes participant to work with minimal or no verification. It is sometimes best, when a participant is self-employed, does "odd jobs" or "day work", to "close" his/her schedule (no time away from home) until he/she reports a specific day and time period which employment is scheduled.

Unemployed - Court authorizes job search

Participants will not generally be allowed an arbitrary 8 to 12 hours, 5 - 7 days per week to be away from his residence to seek employment.

a. Set a minimum 3 to 4 hours per day, 2 or 3 days per week to allow participant to look for employment.

b. Instruct participant, whenever possible, to provide a written list of prospective employers he/she plans to see, including the addresses. Participant is to provide a means of verifying his job search activities. Verification may include, but not be limited to, a duplicate job application, company business card signed by a representative of the company, or a signed attendance sheet. Discuss with the participant his responsibility to verify his whereabouts.

Note: If the participant is on formal probation, the DPO can authorize more time to search for employment.

Other court authorized activities

1. Participant must provide the Contractor with a schedule, including the date, time and location of any court authorized activities, such as drug or alcohol treatment meetings, counseling sessions, medical appointments, etc. (It is desirable, for scheduling purposes, to allow a participant to attend meetings on the same days and times each week.)

Note: Because most NA or AA evening meetings are held after 7:00 p.m., it is usually a good practice to require the participant to go directly home from work and then set a separate schedule to allow for attendance at a scheduled meeting.

Example: Participant works from 8:00 a.m. to 5:00 p.m. and he is allowed 1/2 hour travel time each way; he has a scheduled AA meeting from 8:00 p.m. to 9:30 p.m. and is allowed 15 minutes travel time each way. The schedule should be set to allow participant to leave at 07:30 and enter at 17:30; leave again at 19:45 and enter at 21:15. In most cases, the participant should not be allowed to be away from his residence for almost 14 hours (07:30 until 21:15) in one increment.

2. Participant is to be given an attendance sheet to be signed by authorized personnel and submitted for inclusion into case file.

B. **Hook-up**

1. Transmitter and strap are attached to participant's ankle, by an installer either at a branch office, Inmate Reception Center, or the participant's residence.

2. Record serial numbers of each piece of electronic monitoring equipment assigned to participant on computerized equipment log.

3. When the receiving unit is plugged in, if it is working properly, the computer will receive a "good hook-up" message. If this is done at a branch office, the participant is instructed on how and where to install the equipment in the home.

C. **Installation**

1. Unless the equipment is installed by a technician, at the place of residence, the participant will be given the equipment and instructed to install it at the residence no more than 2 hours after leaving the branch office. The receiver and/or BAT are plugged into the AC power lines and telephone lines according to the instructions given to the participant at the orientation interview.

2. Monitoring center will notify case manager if they do not receive a good hook-up message within the time specified.

III. **DAILY CONTACT LIST** (Appendix C)

Contractor is required notify PTS of all enrollments, completions and terminations on a daily basis. Although the Daily Contact List was developed for this purpose, it is permissible for Contractor to utilize a computerized version of the form, instead, provided it contains all the pertinent information.

A. Fax contact list to PTS daily at the end of the day, whether or not there was any activity.
B. List must be legible and shall include all enrollments, completions and terminations.

C. If an enrollment or completion occurred after the list was faxed, i.e., weekends, evenings, include the information on the next day's list.

D. All follow-up documents (Enrollment, Completion, Termination Notices) must bear the same date shown on the list.

E. Proofread documents for accuracy in case name, number, dates.

IV. SCHEDULE CHANGES

A. Schedule changes shall not be approved for activities not authorized by the sentencing court. Schedule changes must be approved by authorized Contractor personnel in advance of the activity and a schedule change form must be maintained in the case file after appropriate case notes stating the reason for the change have been entered into the case file

B. Enter schedule changes into the monitoring computer prior to the activity; in the case of "one time only" changes, the original schedule must be reinstated into the computer upon participant's return.

V. TYPE OF EQUIPMENT

All program participants will be monitored by an active/continuous system, utilizing a random contact back-up system. Monitoring equipment must be equipped with a tamper alarm system. The monitoring system must have a very high degree of reliability and dependability. It is the contractors' responsibility to ensure that the monitoring equipment is working properly.

A. The battery life of the transmitter and receiver must either be sufficient to last throughout the entire term of participant's sentence or the battery must be replaced within 24 hours of "low battery" alarm being received, prior to battery failure.

B. Central monitoring computer must be set to perform an automatic monitor check-in with the field- monitoring device a minimum of every four (4) hours. If check-in is not received within five (5) hours, a documented monitor response is required.

VI. REPLACEMENT/REPAIR OF EQUIPMENT

If there appears to be any equipment problem; which compromises monitoring accuracy, contractors will provide for prompt repair or replacement of the equipment.

A. All equipment malfunctions must be replaced or repaired within 24 hours of discovery of the malfunction.

B. Place documented telephone calls to the participant every two (2) hours until equipment is repaired or replaced.

VII. TAMPER ALARMS

Contractors must provide immediate documented telephonic response to tamper alarms.

A. After initial telephone contact, place documented telephone calls to the participant every two (2) hours until tamper is reset or transmitter replaced.

B. Replacement, if necessary, must occur within 24 hours of initial tamper alarm.

C. Replacement, repairs and resets must be documented in case file and in equipment logs.

VIII. REPORTING GUIDELINES

It is the Contractor's responsibility to track and report participant's adherence to program guidelines. Contractors will notify designated authorities of the probable violation of conditions within the time limits established by the Probation Department (Matrix, Appendix H); using only Probation Department approved forms (Appendix G). When sending notification to the sentencing court, the Contractor is to complete one notice, as applicable, for each application number corresponding to court case number.

A. TYPES OF REPORTS

1. **ABSCOND NOTICE** - Reports any time a participant is out during curfew and unable to be monitored for longer than 4 hours; Abscond Notices shall be sent to Pretrial Services, and, as applicable, to the sentencing court, Sheriff's Department, and DPO within the following time frames:

a. During court hours: If a participant is away from his residence without authorization for 4 hours during business hours, the Contractor will immediately fax an Abscond Notice to PTS, and, as applicable the sentencing court, Sheriff's Department, and DPO.

b. After court hours/weekends: If a participant is away from his residence without authorization for 4 hours after business hours or on weekends, the monitoring center will alert the branch manager by pager and continue monitoring the participant's activity.

i. If the participant returns prior to the start of the next business day, the contractor will attempt to obtain the participant's statement regarding the violation. By 11:00 a.m., fax a Non-Compliance Notice to Pretrial Services and, as applicable, the sentencing court, Sheriff's Department and DPO, detailing the incident.

ii. If the participant has not returned by the start of the next business day, the contractor will telephonically notify PTS, the court or Sheriff's Department, if applicable, by 9:00 a.m. Follow up with an Abscond Notice faxed to PTS and, as applicable, the sentencing court, Sheriff's Department and DPO by 11:00 a.m. (if participant still has not returned).

2. **BAT VIOLATIONS** - Mail or fax a Non-Compliance Notice within 24 hours to Pretrial Services and, as applicable, the sentencing court, Sheriff's Department, and the DPO if, after three tries, breath test results show any measurable amount of alcohol.

If a participant tests at a level of .08 or higher on a breath alcohol test, a Non-Compliance Notice shall be faxed to Pretrial Services and, as applicable, the sentencing court, Sheriff's Department and DPO, within the following time frames:

a. During court hours: Call the court or the Sheriff's Department and fax immediately.

b. After court hours/weekends: Fax by 9:00 a.m. next business day.

3. **COMPLETION NOTICE** - Reports the last day participant is monitored after successfully completing the term specified by the court or Sheriff in the EM program.

4. **ENROLLMENT NOTICE** - Reports the date the participant actually enrolls with the Contractor; which includes equipment installation and good hook-up message.

5. **FAILURE TO ENROLL NOTICE** - Reports that participant has failed to enroll by the date ordered by the court, or that a county jail participant failed to report to a branch office after release from custody

6. **NON-COMPLIANCE REPORT** - Reports any action by the participant; which is in violation of the court's sentencing order or program guidelines. Incidents of non-compliance shall be reported to PTS, the sentencing court and DPO, if applicable, within the time frames indicated below, applicable to both standard and enhanced cases:

   a. <u>During court hours:</u> All incidents of non-compliance must be faxed to PTS, the sentencing court and DPO, if applicable, by 5:00 p.m. the next business day.

   b. <u>After court hours/weekends:</u> Fax current status to Pretrial Services, the sentencing court and DPO, if applicable, by 5:00 p.m. the next business day.

7. **STATUS REPORT** - Reports routine status of participant's performance on the program or is sent after any other report, if the status changes.

8. **TERMINATION NOTICE** - Reports that participant has been removed from the EMP program, for non-compliance, prior to expected completion date.

B. **<u>DISTRIBUTION</u> (see Appendix H for time frames)**

1. Non-Compliance Notice:

   a. (3) Court (copy for Court, Defense Attorney and Prosecuting Attorney)

   b. (1) Pretrial Services

   c. (1) Probation officer, if on formal probation

   d. (1) Program participant

   e. (1) Case file

Note: Contractor is not required to send Non-Compliance Notices to Sheriff's Department unless the violation is a high breath alcohol test (BAT). PTS will track Non-Compliance Reports on County Jail participants, report potential problems and make recommendations to Sheriff's Department.

2. All other notices:

   a. (1) Court, if a court participant

   b. (1) Sheriff's Department, if CJ participant

   c. (1) Pretrial Services

   d. (1) Probation Officer, if on formal probation

   e. (1) Program participant

   f. (1) Case file

MONITORING ACTIVITY REPORTS

Daily Exception Reports

Case managers will review the daily monitoring activity "exception report" first thing each business day. This will bring to their attention routine curfew violations or units that were late to test for the previous day. The daily report will include mention of any telephone contacts between the 24- hour monitoring center staff and the person to whom they spoke at the participant's residence.

The 24-hour monitoring center staff will page Branch Managers, as needed, with immediate notification of serious violations, such as uncleared tamper alarms, unresolved late-to-test, knowledge of situations which may compromise public safety. Non-Compliance Reports and/or Abscond Notices for these incidents will be faxed by 11:00 a.m. the next business day to designated authorities. Non-Compliance Reports on less serious program violations, such as failure to provide documentation, curfew violations, unresolved or actual transmitter tampers can be mailed or faxed by the end of the business day.

All-activity Reports

Reports of all monitoring activity, including but not limited to, enters, leaves, monitor check-ins, late-to-test messages for the period between office visits will be printed for the file prior to each office visit. The report will be reviewed with the participant and documentation or verification of activities will be collected during the office visit. Non-Compliance Reports will be sent on any activity which was unauthorized or undocumented.

IX. NEW ARRESTS

In the event that the participant is arrested while on the court component of EMP, the court will determine whether the participant will remain on EM. The contractor shall follow the steps outlined below:

A. Fax or mail a Non-Compliance Notice to the court, PTS and DPO, if applicable, that a new arrest has been verified.

B. Fax or mail an Abscond Notice if the participant has not returned home within 4 hours and the participant's arrest has not yet been verified.

C. Fax or mail a Status Report once it has been verified that the participant is in custody or has returned home.

In the event that the participant is arrested while on the jail component of EM, the Sheriff's Department will arrange for the participant to be returned to custody. A Termination Notice will be faxed or mailed to Pretrial Services, the Sheriff, and the DPO, if applicable.

X. PARTICIPANT VOLUNTARILY TERMINATES

A. If a court sentenced participant voluntarily removes himself from the court component of EM and turns in his monitoring equipment, an ABSCOND NOTICE shall be sent to the sentencing court. PTS will follow up on court action.

B. If a participant appears in court to requests to be removed from the EM program the court grants the request, for other than non-compliance, a COMPLETION NOTICE shall be sent.

C. If a jail participant voluntarily returns to custody, not due to program violations, he will not be penalized but will remain in custody until his early release date. In this instance a COMPLETION NOTICE will be sent because this is not a program failure.

D. If a CJ participant is remanded for non-compliance, it is considered a program failure; the inmate will remain in custody for the term of his sentence and is no longer eligible for any future release on EM. In this instance a TERMINATION NOTICE shall be sent.

XI. DEFENDANT WALK-INS

If a defendant comes in with a sentencing notice from court and contractor has not received a Vendor Notification, the Contractor will fax a copy of the Sentencing Notice to PTS, obtain an EM application number, and instruct the defendant call PTS from the office so that an application can be taken.

Note: Participants may not be enrolled without an EM application number. However, it is not necessary that the assessment be completed prior to enrollment. A number can be assigned once PTS has received a Sentencing Notice. Participant must be monitored at the Enhanced level until the Vendor Notification is received and contractor is notified otherwise.

XII. ENROLLMENTS AFTER INELIGIBLE RECOMMENDATION

Participants are required to have both a permanent residence and a telephone in order to participate in this program. Occasionally, a participant who does meet one or both of these requirements is referred by the court and is found ineligible for program participation. If the court subsequently orders the participant into the program, the contractor shall instruct the participant to call PTS during the enrollment interview. PTS will complete an application by telephone. The contractor will include the participant's address and telephone number on the ENROLLMENT NOTICE.

XIII. PARTICIPANT CHANGE OF ADDRESS

Court Component

A court sentenced participant may not move without prior approval of the Court. Telephonic approval is acceptable, provided the phone call is documented in the case file and includes the date, time, and name of the person you spoke to, the name of the judge authorizing the change, the new address, telephone number, if applicable.

County Jail Component

Contractor has the permission of the Sheriff's Department to approve a change of address for CJ participants.

Whether Court or CJ component, the participant's new address and phone number must be reported to PTS on a STATUS REPORT within 24 hours.

A. Contractor will verify the new location within 24 hours of the monitor re-connect at the new address.

B. Case manager will send a STATUS REPORT to PTS and, as applicable, the sentencing court, the Sheriff's Department, and the DPO.

C. Contractor will maintain a copy in the case file of participant's first monitoring activity report showing successful good hook-up message.

XIV. DOCUMENTATION

It is the Contractors' responsibility to account for the participant's whereabouts 24 hours a day. Make it clear to the participant at the time of enrollment that certain documentation is required to account for his/her work schedule and other court approved activity. Probation Department approved documentation must provide **independent** verification by a third party that the participant was where he/she claims to have been on any given date and time. The documentation provided must correspond to the participant's daily monitoring activity report showing "enters" and "leaves". Acceptable forms of documentation include but are not limited to:

A. **Conventional employment**

1. Time card, signed by supervisor, is preferred

2. Paycheck stubs showing hours and time period worked, including any vacation and/or sick time taken and/or overtime worked

3. Note or letter detailing hours and days worked during a given week, signed by supervisor

B. **Unconventional employment (self-employed, independent contractor, sales, field work, etc).**

Enrollment Notices for these participants will include a statement detailing the type of documentation to be provided. If participant subsequently obtains employment, a Status Report will be sent to appropriate agencies.

When a participant does not have a regular "9-5" job, it is sometimes difficult to find a way to verify his/her time at work. During the initial interview, make it clear to the participant that it is his/her responsibility to prove where he/she is when he/she is not at home. Discuss with the participant different methods of verifying his/her away time. For example:

1. Provide participant with an activity log, which requires a name, address, time, date, signature and telephone number of someone who can confirm the participant's whereabouts.

2. Instruct participant to provide a daily or weekly work schedule, including appointments, with contact name, address and telephone

numbers.

3. Instruct participant to provide invoices, which include date of a job, hours spent on a job, job location, contact person, amount charged and/or paid.

4. Instruct participant to provide daily itineraries, mileage claim forms or similar records used for billing purposes.

5. Have participant tell you how he/she plans to verify his/her activities and work with him/her to find an acceptable method.

XV. OFFICE MEETINGS

To ensure program compliance, the steps listed below are minimum requirements of a meeting with a participant:

A. Check transmitter strap

B. Collect verification of work and other approved activities

C. Review activity reports since last office meeting and discuss any irregularities with participant

D. Collect fees, give receipt to participant, keep receipt in file

E. Set next appointment according to risk level:

1. STANDARD - a minimum of every two weeks

2. ENHANCED - every week. Thereafter, enhanced participants who comply with all program guidelines may be seen once every 2 weeks.

F. Enter all of the above in case notes

XVI. CASE NOTES

A correct entry in the case notes must include the time and date of the entry, as well as the first initial and last name, or the signature of the person making the entry.

A. Report any contact with participant and any information pertinent to monitoring participant's activities

B. Report all schedule changes, reason, date, etc.

C. Report all equipment problems, including the disposition

XVII. QUALITY CONTROL

The Contractor shall have a written quality control plan to ensure that the requirements of the contract are met. The original plan and any future amendments are subject to County review and approval and shall include, but not limited to:

A. A functional performance test and evaluation of the electronic monitoring equipment, with documented results, each time the equipment is issued to and returned by a program participant; the Contractor will provide a written plan describing how its systems will be tested and how performance standards will be met.

B. An inspection system assuring ongoing delivery of services; it must specify the activities to be audited/inspected on either a scheduled or unscheduled basis, how often audits/inspections will be accomplished, the title of the individual(s) who will perform and record the audits/inspections and the methods for identifying and preventing deficiencies in the quality of the system. All audits/inspection results must be documented and available for review by County during normal business hours.

C. A computerized method of tracking equipment inventory, maintenance, battery life, and service records specific to each piece of equipment in accordance with suggested manufacturers maintenance specifications

D. A method for ensuring uninterrupted service to Probation in the event of a strike of Contractor's employees

E. A method for ensuring that offender record confidentiality is maintained

XVIII. MONTHLY REPORTS

Contractor will provide a monthly status report by the 10th business day of each month using format provided by County. The report may include, but not be limited to, the following information:

A. MASTER LIST OF ALL EM CASES

Information to be reported on each case:

1. EM #
2. LAST NAME
3. FIRST NAME
4. COURT
5. COURT CASE NUMBER
6. CHARGE
7. RISK LEVEL
8. CASE MANAGER
9. BRANCH OFFICE
10. ENROLLMENT DATE
11. FINAL DISPO DATE
12. # DAYS MONITORED
13. DAILY FEE AMOUNT

B. ACTIVE CASES IN EACH BRANCH

SORT BY CASE MANAGER

Information to be reported on each case:

1. OFFICE LOCATION
2. EM # OR OTHER COUNTY I.D. #
3. LAST NAME
4. FIRST NAME
5. CASE NUMBER OR BOOKING NUMBER
6. ENROLLMENT DATE
7. DATE ASSIGNED TO CASE MANAGER

DEFINITIONS

Ability to Pay - The overall capability of the person to reimburse the costs, or a portion of the costs, of providing program services and shall include, but shall not be limited to, consideration of all of the following factors:

-- Present financial position

-- Reasonably discernible future financial position. In no event shall the contractor(s) consider a period of more than six (6) months from the date of acceptance into the program for purposes of determining reasonable discernable future financial position

-- Likelihood that the person shall be able to obtain employment within the six (6) month period from the date of acceptance into the program

-- Any other factor that may bear upon the person's financial capability to reimburse the contractor(s) for the cost of the program

Abscond - A violation of curfew guidelines and inability to be electronically monitored for more than 4 hours

Active Equipment - Electronic monitoring device utilizing a continuous signal radio transmitter and receiver to monitor the presence or absence of a participant through a telephone connection

Assessment - An evaluation of a participant referred to Pretrial Services to determine suitability for participation in the electronic monitoring program

BAT - A breath alcohol-testing device approved by the Department of Transportation

Case Manager - An employee of the contractor whose responsibility it is to provide the highest level of service to the courts and maintain a high regard for community safety. A case manager's duties include, but are not limited to, providing the participant with program rules and regulations; assessing participant's ability to pay program fees; ongoing monitoring and documenting the participants compliance to court orders; reporting incidents of non-compliance to the appropriate authorities.

Completion - Fulfillment of all requirements of the court as listed on the sentencing notice, or a disposition as directed by the court or Sheriff's Department for other than program non-compliance or non-payment of fees

Concurrent - Applies to separate periods of confinement imposed for separate offenses which, by court order, may be served simultaneously

Consecutive - Applies to separate penalties imposed for separate offenses which, by court order, must be served one after the other

Contract Discrepancy Report (CDR) - A report prepared by the Probation Department's Project Director to inform the contractor of faulty service. The CDR requires a response from the contractor within ten (10) days, or as otherwise specified by the Project Director, explaining the problem and outlining the remedial action being taken to resolve the problem.

Contractor - Any vendor, service provider, or company contracting with the Probation Department to provide electronic monitoring services.

Court Order - Any notice in writing or orally presented by a judge specifying conditions of participation for EM.

Curfew - Hours during which a participant is required remain within the interior premises of the designated place of residence.

Day(s) - Calendar days, not business or working days.

Enhanced monitoring - Refers to monitoring guidelines established for program participants who are convicted of an excluded charge or those with a risk assessment determined by Pretrial Services to be at a level between 14 - 17 on the EM risk assessment scale

Enrollment - The process of instructing a participant in the program guidelines, assessing fees, obtaining signed participation agreement, attaching transmitter to the participant and installing the equipment in the participant's home. Enrollment is not complete until a successful "transmit" message is received from the equipment in the participant's home by the contractor's monitoring center.

Excluded charge - Any charge found on the EM 01 or EM02 list.

Failure to enroll - Participant did not enroll in EM by the date specified on the Sentencing Notice or other court order.

Financial Assessment - The capture of participant's income and expense information on approved forms and evaluation of the financial information to determine participant's ability to pay program fees.

Hook-up - That part of the enrollment process where the transmitter is fitted to the participant's ankle and activated.

Hours - Sequential 60 minute time frames.

Indigent Offenders - Those program participants who, after a financial assessment, are found to be unable to pay any program fees and, therefore, qualify for program participation at no fee.

Installation - That part of the enrollment process where the monitoring equipment is installed in the participant's home, equipment is switched on and good hook-up message is received at the monitoring center.

Installer - An equipment technician employed by the contractor to install and service participants' monitoring equipment.

Low-Risk Offender - An individual whose criminal record, including the offense for which he has been referred to EM, reflects no history of violence, drug sales or child molestation.

Monitoring Staff - Contractor employees assigned to the Monitoring Center who track and report the transmissions of a participant's electronic monitoring equipment.

Non-Compliance - Any violation of program rules, guidelines or any conditions listed on the Sentencing Notice.

Orientation - That part of the enrollment process where the participant is instructed in the program guidelines, a fee assessment is completed, participant signs required documents to be accepted into the program, and arrangements are made for the installation of the monitoring equipment.

Participant - Any pre-sentenced misdemeanant or convicted offender who is participating in EM.

Passive Equipment - Any random contact equipment or device used in conjunction with a telephone call to confirm the presence of a participant at their place of confinement.

Project Director - Chief Probation Officer or his designee responsible for overall operations of EM

Project Manager - Probation Department approved contractor's representative responsible for overall operations by the contractor in compliance with the contract and its procedures

Standard monitoring - Refers to monitoring guidelines established for program participants with a risk assessment determined by Pretrial Services at a level between 0 - 13 on the EM risk assessment scale

Termination - Discontinuance of the participant as directed by the court or Sheriff for non-compliance or for failure (court) to pay fees after a 5-day advance written notice

Appendix A

VENDOR NOTIFICATION

A *VENDOR NOTIFICATION* is completed by PTS on all defendants referred to EM and faxed to the Contractor. This Notification provides the following information:

-- EM Application number

-- Court case number or booking number

-- Conviction charge(s)

-- Defendant's name, address and telephone number, if applicable

-- Referral date

-- Assessment findings:

. Suitable
. Unsuitable
. Ineligible (reason for ineligibility is also given)

-- Risk assessment level (criminal offenders only)

-- Probation status (includes "X" number, Deputy Probation Officer, Probation Area Office and telephone number)

-- Driver's license status (valid, suspended, revoked, restricted, or none)

-- General comments regarding the unsuitability of a defendant. Such as the nature of violent offenses in cases where a defendant is found to be unsuitable for program participation due to a history of violence

-- Primary language

PROGRAM MARKETING/AWARENESS

Marketing the EM program is the responsibility of the contractors. The Probation Department will support the EM program by educating relevant County agencies about the program's policies and procedures.

Appendix B

Contractor Notification

EM staff will fax the completed Vendor Notification to Contractor for all cases assessed by PTS, whether found Suitable, Unsuitable or Ineligible. The Contractor will contact PTS regarding any enrollments or scheduled enrollments that do not have a completed suitable or unsuitable assessment.

Court Ordered Participation

EM staff will fax the completed Vendor Notification to Contractor for all cases assessed by PTS, whether found Suitable, Unsuitable or Ineligible. The Contractor will contact PTS regarding any enrollments or scheduled enrollments that do not have a completed suitable or unsuitable assessment.

Appendix C

DAILY CONTACT LIST

Contractor is required notify PTS of all enrollments, completions and terminations on a daily basis. Although the Daily Contact List was developed for this purpose, it is permissible for Contractor to utilize a computerized version of the form, instead, provided it contains all the pertinent information.

A. Fax contact list to PTS daily at the end of the day, whether or not there was any activity.

B. List must be legible and shall include all enrollments, completions and terminations.

C. If an enrollment or completion occurred after the list was faxed, i.e., weekends, evenings, include the information on the next day's list

D. All follow-up documents (Enrollment, Completion, and Termination Notices) must bear the same date shown on the list.

E. Proofread documents for accuracy in case name, number, dates.

Appendix D

PROBATION DEPARTMENT
ELECTRONIC MONITORING PROGRAM
LIST OF EXCLUDED CHARGES

The charges listed in this document are generally excluded from participation in the Electronic Monitoring Program. However, Judicial Officers may assign defendants with charges listed in the exclusionary list to the program when the interest of justice may be served.

128 PC	PERJURY RESULTING IN CAPITAL PUNISHMENT
139 (A) PC	THREAT TO USE FORCE UPON WITNESS OR THEIR FAMILY
140 PC	THREATENING WITNESS, VICTIM OR INFORMANT, MISD.
148 PC + ALL SUB SEC	RESIST, DELAY OR OBSTRUCT PUBLIC OFFICER
181 PC	SLAVERY
186.26 PC	CRIMINAL STREET GANG
187 (A) PC + ALL SUB SEC	MURDER
189 PC	FIRST OR SECOND DEGREE MURDER
192 PC	VOLUNTARY MANSLAUGHTER
192 (B) PC	MANSLAUGHTER - INVOLUNTARY
203 PC	MAYHEM
205 PC	AGGRAVATED MAYHEM
207 PC + ALL SUB SEC	KIDNAPING
209 PC + ALL SUB SEC	KIDAPPING FOR RANSOM OR EXTORTION
210.5 PC	FALSE IMPRISONMENT – KIDNAP TO EVADE ARREST
211 PC + ALL SUB SEC	ROBBERY
212.5 (A) PC	ROBBERY IN AN IHABITED DWELLING, VESSEL, OR BUILDING IF PERSON CHARGED USING A DEADLY OR DANGEROUS WEAPON PER 12022 PC
213.5 PC	ROBBERY: INHABITED HOUSE OR TRAILER
215 PC + ALL SUB SEC	CAR JACKING
217.1 PC + ALL SUB SEC	ATTEMPT TO KILL SPECIFIED PUBLIC OFFICIALS
218 PC	TRAIN WRECKING
219 PC + ALL SUB SEC	TRAIN DERAILING
220 PC	ASSAULT WITH INTENT TO COMMIT MAYHEM, RAPE, SODOMY, ORAL COPULATION ANY VIOLATION OF PC SECTION 264.1, 288 OR 289
240 PC + ALL SUB SEC	ASSAULT
241.1 PC	ASSAULT
242 PC	BATTERY
243 PC + ALL SUB SEC	BATTERY
244 PC + ALL SUB SEC	ASSAULT WITH CHEMICALS
245 PC + ALL SUB SEC	ASSAULT WITH DEADLY WEAPON OR FORCE LIKELY TO PRODUCE GREAT BODILY INJURY
246 PC + ALL SUB SEC	SHOOT AT INHABITED DWELLIN, BUILDING, OCCUPIED MOTOR VEHICLE
261 PC + ALL SUB SEC	RAPE
262 PC + ALL SUB SEC	SPOUSAL RAPE
264 PC + ALL SUB SEC	RAPE IN CONCERT WITH FORM AND VIOLENCE
266 PC + ALL SUB SEC	ENTICEMENT OF FEMALE UNDER 18 FOR PROSTITUTION
267 PC	ABDUCTION OF PERSON UNDER 18 FOR PROSTITUTION
271 PC	DESERTION OF CHILD UNDER 14

272 PC	CONTRIBUTING TO DELIQUENCY OF PERSON UNDER 18
273 (A) PC + ALL SUB SEC	WILLFUL CRUELTY TO A CHILD
273 (D) PC	CORPORAL PUNISHMENT TO A CHILD
273.5 (A) PC	CORPORAL INJURY OF SPOUSE, COHIBITANT OF COHABITANT OF OPPOSITE SEX, OR MOTHER OR FATHER OF HIS OR HER CHILD
285 PC	INCEST
286 PC + ALL SUB SEC	SODOMY
288 PC + ALL SUB SEC	LEWD ACTS ON A CHILD UNDER 14
288 PC + ALL SUB SEC	ORAL COPULATION
288.5 PC	3+ ACTS OF SUBSTANTIAL SEXUAL CONDUCT W/ CHILD UNDER 14
289 PC + ALL SUB SEC	PENETRATION BY FOREIGN OBJECT
289.5 PC	RAPE AND SODOMY
368 PC + ALL SUB SEC	GBI OR MENTAL SUFFERING OF DEPENDANT ADULT
404.6 PC	INCITEMENT TO RIOT
405 (B) PC	LYNCHING
417 PC + ALL SUB SEC	EXHIBIT DEADLY WEAPON
417.1 PC	EXHIBIT FIREARM IN PRESENCE OF OFFICER
417.25 PC + ALL SUB SEC	EXHIBT LASER SCOPE AT A PERSON-THREATENING MANNER
417.3 PC	EXHIBIT FIREARM IN PRESENCE OF VEHICLE OCCUPANT
417.4 PC	EXHIBIT IMITATION FIREARM IN THREATENING MANNER
417.6 PC + ALL SUB SEC	INTENTIONALLY INFLICTING GBI WHILE IN THE COMMISSION OF 417 PC, 417.1 PC OR 417.8
417.8 PC	EXHIBIT A FIREARM WITH THE INCIDENT TO RESIST ARREST
451 PC	ARSON
452 PC + ALL SUB SEC	UNLAWFULLY CAUSING FIRE
453 PC + ALL SUB SEC	POSSESSION OF EXPLOSIVE OR FLAMMABLE MATTER
454 PC + ALL SUB SEC	ARSON
455 PC	ATTEMPT ARSON
464 PC	BURGLARY WITH EXPLOSIVES
487 (C) PC	GRANT THEFT PERSON
519 PC + ALL SUB SEC	EXTORTION
646.9 PC	STALKING
647.6 PC	ANNOYING/ MOLEST A CHILD WITH PRIOR FELONY CONVICTION
653f PC + ALL SUB SEC	SOLICIT COMMISSION OF CERTAIN OFFENSES
664 PC	ANY ATTEMPT OF ANY VIOLATION ON THE EMO1 LIST
12034 (C) PC	PERSONALLY SHOOTING FORM A MOTOR VEHICLE
12303.1 PC	CARRYING OR PLACING EXPLOSIVE ON COMMON CARRIER
12303.2 PC	POSSESSION OF DESTRUCTIVE DEVICES OR EXPLOSIVES IN PUBLIC PLACES
12303.3 PC	POSSESSION OF EXPLODING OR DESTRUCTIVE DEVICE OR EXPLOSIVE WITH THE INTENT TO INJURE
12308 PC	EXPLOSION OF DESTRUCTIVE DEVICE W/ INTENT TO COMMIT MURDER
12309 PC	UNLAWFUL EXPLOSION CAUSING BODILY INJURY
12310 PC	EXPLOSIVE DEVICE WHICH CAUSES MAYHEM
12312 PC	POSSESSION OF MATERIALS WITH INTENT TO MAKE DESTRUCTIVE DEVICE OR EXPLOSIVE
12355 PC + ALL SUB SEC	BOOBYTRAP CAUSING GBI
* 667.10 PC	SEX CRIMES (REPEAT OFFENDER) AGAINST AGED/UNDER 14
*667.6 (A) PC	SEX CONVICTION WITH PRIOR SEX CONVICTION
* 667.6 (B) PC	SEX CONVICTION WITH TWO OR MORE PRIOR SEX CONVICTIONS
* 667.7 PC	GBI WITH PRIOR VIOLENT FELONY CONVICTION
* 667.8 (A) PC	KIDNAPPING TO COMMIT SEX OFFENSE
* 667.8 (B) PC	KIDNAPPING TO COMMIT SEX OFFENSE, VICTIM UNDER 14
* 1203.09 PC	VIOLENT FELONIES AGAINST AGED

* 12021.5 PC	STREET GANG CRIMES W/FIREARM
* 12022 PC + ALL SUB SEC	USE OF FIREARM IN COMMISSION OF A FELONY
* 12022.4 PC	FURNISHING A FIREARM TO ANOTHER FOR AIDING AND ABETTING ANOTHER TO COMMIT A FELONY
* 12022.5 PC + ALL SUB SEC	USE OF FIREARM IN COMMISSION OF FELONY
* 12022.55 PC	INTENTIONAL INFLICTION OF GBI OR DEATH BY DISCHARGING FIREARM FROM VEHICLE
* 12022.7 PC	INFLICTION OF GBI IN COMMISSION OF FELONY
* 12022.75 PC	ADMINISTER CONTROLLED SUBSTANCE AGAINST VICTIM'S WILL
* 12022.8 PC	INFLICT GBI IN COMMISSION OF CERTAIN SEX OFFENSES
* 12022.85 PC + ALL SUB SEC	SEXUAL OFFENSE WITH KNOWLEDGE THAT HE OR SHE HAS AIDS OR HIV
* 12022.9 PC + ALL SUB SEC	INTENTIONAL INFLICTION OF INJURY UPON PREGNANTVICTIM WHICH TERMINATES PREGNANCY
* 12022 (A) PC	PRINCIPAL ARMED WITH FIREARM
* 12022 (B) PC	PERSONAL USE OF WEAPON OTHER THAN FIREARM
* 12022.3 (A) PC	USE FIREARM SEX CASE
* 12022.3 (B) PC	ARMED FIREARM SEX CASE
* 12022.5 (A) PC	PERSONAL USE OF FIREARM
* 12022.7 PC	INFLICTION OF GREAT BODILY INJURY
* 12022.8 PC	GBI IN CONNECTION WITH CERTAIN SEX OFFENSES
* 12022.9 PC	GBI CAUSING TERMINATION OF PREGNANCY
11154 HS + ALL SUB SEC	PRESCRIBING, ADMINISTERING OR FURNISHING CONTROLLED SUBSTANCES
11155 HS	PHYSICIAN SURRENDERING CONTROLLED SUBSTANCE
11351 HS	POSSESSION OR PURCHASE FOR ALL SALE OF CERTAIN SPECIFIC OR CLASSIFIED CONTROLLED SUBSTANCES
11351.1 HS	POSSESSION OR PURCHASE FOR SALE OF COCAINE BASE
11352 HS + ALL SUB SEC	ILLEGAL TRANSPORTATION, SALE, FURNISHING OF CERTAIN SPECIFIC OR CLASSIFIED CONTROLLED SUBSTANCES
11353 HS	PERSON 18 YEARS OR OVER USING MINOR IN SALE, TRANSPORTATION, OR GIVING TO A MINOR CERTAIN SPECIFIC OR CLASSIFIED CONTROLLED SUBSTANCES
11353.5 HS	ADULT PREPARING TO SELL TO MINOR DRUGS OR NARCOTICS
11354 (A) HS	PERSON UNDER 18 YEARS USING MINOR IN SALE, TRANSPORTATION, OR GIVING TO TO A MINOR CERTAIN SPECIFIC OR CLASSIFIED SUBSTANCES
11359 HS	MARIJUANA: POSSESSION FOR SALE
11360 (A) HS	MARIJUANA: TRANSPORTATION, SALE, FURNISHING
11361 (HS) + ALL SUB SEC	MARIJUANA: PERSON 18 YEARS OR OVER USING MINOR IN SALE, TRANSPORTATION, GIVING TO MINOR
11366 HS	MAINTAININING PLACE FOR SELLING, GIVING, USING OF CERTAIN SPECIFIC OR CLASSIFIED CONTROLLED SUBSTANCES
11366.5 (B) HS	ALLOWING LOCATION TO BE FORTIFIED FOR SALE
11366.6 HS	USING FORT LOCATION FOR SALE
11378 HS	POSSESSION OF CONTROLLED SUBSTANCES FOR SALE
11378.5 HS	POSSESSION OR PURCHASE FOR SALE OF PCP
11379 HS + ALL SUB SEC	TRANSPORTATION, SALE OF CONTROLLED SUBSTANCES
11379.5 HS + ALL SUB SEC	TRANSPORATION, SALE OF PCP
11379.6 9 (A) HS	MANUFACTURE OF PCP
11380 HS	SOLICITING MINOR RE CONTROLLED SUBSTANCES
11383 (A) HS	POSSESSION OF PRECURSORS WITH INTENT TO MANUFACTURE METHAMPHETAMINE
11383 (B) HS	POSSESSION OF PRECURSORS WITH THE INTENT TO MANUFACTURE PCP

11390 HS	CULTIVATION OF MUSHROOMS
11391 HS	TRANSPORTATION OF MUSHROOMS

* ANY CHARGES/CONVICTIONS THAT HAVE THE FOLLOWING ENHANCEMENT (S) SHOULD BE CONSIDERED VIOLENT.

Should the assessment from Pretrial Services result in an "unsuitable/ineligible" finding, the Court still has the discretion to sentence to the Electronic Monitoring Program.

REVISED MARCH 2009

Appendix E

CBAC
LIST OF EXCLUDED CHARGES
WORK RELEASE/ELECTRONIC MONITORING PROGRAMS
*****CONVICTION ONLY*****

136 PC	PREVENT/DISUADE A WITNESS FROM TESTIMONY
148.1O (a) PC	RESISTING PEACE OFFICER RESULTING IN DEATH/SERIOUS INJURY TO P.O.
166PC	CRIMINAL CONTEMPT
186.22(a) PC	CRIME OF ACTIVE GANG MEMBER
186.22(b) (1) PC	ENHANCEMENT CRIME TO BENEFIT STREET GANG
187 PC	MURDER
191.5 PC	GROSS VEHICULAR MANSLAUGHTER
192 PC	MANSLAUGHTER
203 PC	MAYHEM
205 PC	AGGRAVATED MAYHEM
207 PC	KIDNAPING
209 PC	KIDNAPPING FOR RAPE, ROBBERY, RANSOM OR EXTORTION
209.5 PC	KIDNAPPING DURING A CARJACKING
211 PC	ROBBERY
215 PC	CAR JACKING
220 PC	ASSAULT WITH INTENT TO COMMIT RAPE
236 PC	FALSE IMPRISONMENT
243 (B) PC	BATTERY ON A POLICE OFFICER
243 (C) (D) PC	BATTERY ON PEACE OFFICER/EMERGENCY PERSONNEL
243.3 PC	DISCHARGE FIREARM/CAUSE INJURY-DEATH
243.4 PC	SEXUAL BATTERY
245 (A) (1) (2) PC	ASSAULT WITH FIREARM
245 (B) PC	ASSAULT WITH A SEMI-AUTO FIREARM
245 (C) PC	ASSAULT ON PEACE OFFICER FIREMAN
246 PC	SHOOT AT OCCUPIED DWELLING
261 PC	RAPE
273a PC	WILLFUL CRUELTY TO CHILD
286 PC	SODOMY
288 PC	LEWD OR LASCIVIOUS ACTS WITH A CHILD UNDER 14
289 PC	FORCIBLE PENTRATION BY FOREIGN OBJECT
290 PC	REGISTRATION OF SEX OFFENDERS
311 PC	CHILD PORNOGRAPHY
314 PC	LEWD OR OBSCENE CONDUCT/INDECENT EXPOSURE
368 PC	CRUELTY TO AN ADULT DEPENDENT
405 PC	RIOT (COUNTY JAIL ONLY)
417 PC	FIREARMS
422 PC	TERRORIST THREATS
4501 PC	BATTERY ON PRISONER
451 PC	ARSON
626.9 PC	GUN AT SCHOOL
646.9 PC	STALKING
647.6 PC	ANNOYING OR MOLESTING A CHILD UNDER
2800.1(A) VC	EVADING ARREST

2800.2(A) VC	EVADING PEACE OFFICER: DISREGARD TO SAFETY
3056 PC	PAROLE VIOLATION
4532 PC	ESCAPE
4024.2 (C) PC	WORK RELEASE FAILURE
20001 (A) VC	HIT AND RUN CAUSING GBI OR DEATH

*ANY PATTERN OR HISTORY OF VIOLENCE WILL DISQUALIFY
*ANY WORK RELEASE FAILURE WITHIN LAST 5 (FIVE) YEARS

DOMESTIC VIOLENCE

273(0) PC	CORPORAL INJURY TO CHILD
273.5(A) PC	CORP. INJURY ON SPOUSE/ COHABITANT (COUNTY TIME ONLY QUALIFIES FOR EMP WITH DV REVIEW ONLY)
273.6 PC	VIOL. OF A COURT ORDER TO PREVENT DOMESTIC VIOL.**CAN BE QUALIFIED ONLY IF NOT CURRENT CASE AND NO CASE IN THE PAST YEAR.

DUI:

23153(A) VC	FELONY DUI W/INJURY (MINOR INJURIES QUALIFY FOR EMP ONLY BUT MUST INCLUDE BAT)

****3 DUI CONVICTIONS WITHIN LAST 3 YEARS MUST BE EMP WITH BAT.**

ADDITIONAL DISQUALIFYING WEAPONS CHARGES:

417PC	BRANDISHING A WEAPON (FIREARM)
12020(A) PC	UNLAWFUL CARRYING OR POSS. OF WEAPONS **(KNOWN GANG MEMBERS ONLY)**
12021 PC	POSSES FIREARM
12022.1 PC	COMMIT CRIME WHILE ON BAIL OR O.R.
12022.53 PC	USE OF A FIREARM IN THE COMMISSION OF A FELONY
12025 PC	CARRY A CONCEALED WEPON
12028.5 PC	WEAPONS AT SCENE OF DOMESIC VIOLENCE
12022.53 PC	USE OF A FIREARM IN THE COMMISSION OF A FELONY
12031 PC	CARRY LOADED FIREARM IN VEH/PUBLIC PLACE OR ON PUBLIC STREET
12040PC	CRIMINAL POSS. OF FIREARM WHILE WEARING A MASK
12070PC	ILLEGAL SALE OF FIREARMS
12280 PC	POSSESSION OF ASSAULT WEAPON
12303 PC	POSSESSION OF DESTRUCTIVE DEVICE
12308 PC	USE OF DESTRUCTIVE DEVICE
12309 PC	USE DESTRUCTIVE DEVICE CAUSING GBI

PRIOR CONVICTION ENHANCEMENTS:

667.5 PC	PRIOR IMPRISONMENT IN STATE PRISON
667(A) (1) PC	PRIOR CONVICTION OF A SERIOUS OR VIOLENT FELONY
1170.12(a)-(d) PC	PRIOR CONVICTION OF A SERIOUS OR VIOLENT FELONY
11353 HS	FURNISH MINOR CONTROLLED SUBSTANCE FOR USE / TRANS
11370.2 HS	PRIOR CONV. OF NARC.SALES OR POSS. FOR SALES

NOTE: ALL INMATES SUBJECT TO A DISCRETIONARY REVIEW BY SUPERVISORY STAFF FROM THE PROBATION DEPARTMENT AND CONCURRENCE WITH THE SHERIFF'S DEPARTMENT.

Revised MARCH 2009

Appendix F

Probation Department
Pretrial Services Division
Electronic Monitoring Program (EMP)
Telephone: (213) 893-5369 Fax (213) 633-4684

ASSESSMENT PROCESS

I. REFERRAL

A. Court completes the Court Referral Form and faxes it to EM staff at (213) 633-4684,

OR

Court contacts EM staff by telephone at (213) 893-5369 and provides the information listed on the Court Referral Form.

B. Court instructs offender to contact EM staff at (213) 893-5369 by the end of the next business day to complete an application.

II. ASSESSMENT

A. EM staff completes an application when the defendant telephones.
B. EM staff accesses complete criminal record.
C. EM staff verifies address, telephone and other information provided by the defendant.
D. EM staff completes Risk Assessment scale.
E. EM staff evaluates information and completes an EM Assessment Report, which is sent to the Court and to the EM service provider by the next court date.

III. SENTENCING

A. Defendant returns to court; court instructs the defendant regarding terms and conditions of EM and completes a Monitoring Conditions form.
B. Court instructs offender to report to EM service provider listed on the bottom of the Monitoring Conditions form.
C. EM Service Provider notifies the court and EM staff of defendant enrollment or failure to enroll in the program.

FILE: EM/FORM/ASSESSMENTPROCESS

Appendix G

Sentinel Offender Services - Sylmar

Electronic Monitoring Program

TERMINATION NOTICE

NAME:

INMATE/CASE NUMBER:

OFFENSE:

ENROLLMENT DATE:

EXP. COMPLETION DATE:

COMPLETION DATE:

NO OF DAYS ORDERED:

AGENCY / JUDGE:

COURT:

DIV/DEPARTMENT:

X NUMBER:

AREA OFFICE:

OFFICER / PO:

Other EM Numbers and Cases (if any):

Single Case

CLIENT WAS TERMINATED:
☐ DUE TO FAILURE TO PAY AGREED UPON FEES
☐ AS ORDERED BY THE COURT
☐ AS ORDERED BY THE OFFICER / PO
EFFECTIVE (DATE / TIME):

COMMENTS

SUBMITTED BY:
Sentinel - Sylmar Office

Address:

Phone:

Fax:

CASE MANAGER: _____

_____

DATE: _____

Appendix H

COUNTY JAIL REFERRALS

The Sheriff Community Based Alternatives to Custody (CBAC) personnel refer county jail inmates to be evaluated by Pretrial Services Electronic Monitoring Program for determination suitability for electronic monitoring release. CBAC Sheriff personnel have two methods of referral to PTS EM. The first method is by providing, each morning, an automated fully sentenced inmate list identified as potential candidates for EM consideration. The second method is by providing individual cases, such as special classified inmates, for EM evaluation. Beginning October 12th, 2004, LASD identified sentenced fully sentenced inmates with PC275.5 and PC243 (e) 1 convictions as a population potentially acceptable for the EM Program. With concurrence between LASD Administration, and Probation Department Administration, EMP staff began screening fully sentenced PC273.5 and Pc 243(e) 1 inmates for EMP.

Only suitable assessed inmates by PTS EM will be released on electronic monitoring. All inmates assessed and determined to be ineligible or unsuitable will remain in custody. Sheriff personnel retain final release authority and may disqualify a suitable EM candidate if deemed necessary.

Criteria for referral

- County jail inmates fully sentenced to county jail time on misdemeanor or felony cases
- Inmates cannot be in custody on any excluded conviction charges
- Inmates can have no pending felony cases
- Inmates can have no outstanding warrants
- Inmates can have no custody holds
- Inmates can have no rehabilitation orders
- Inmates can have no disqualified custody special handling restrictions

Contractor Notification

EM staff will provide a copy of the completed Vendor Notification for all suitable assessments to the Contractor and Sheriff CBAC personnel. This will be done daily without exception. As inmates are approved, the names are given to the Contractor staff assigned to the jail location periodically throughout the day.

All suitable Vendor Notifications are faxed to the Contractor's enrollment center on a daily basis. There will be required communication from EM staff and the Contractor's enrollment staff to verify proper notification on all suitable EM candidates.

Appendix I

ELECTRONIC MONITORING PROGRAM
LOS ANGELES COUNTY PROBATION DEPARTMENT
PARTICIPANT CONTRACT

You have been placed in the Los Angeles County Electronic Monitoring Program (EMP) as an alternative to incarceration. This program uses technology to alert a central monitoring station each time you leave and enter you home, or test positive for the consumption of alcohol. The computer will also report tampering with the equipment, power outages, and loss of phone service.

On the day you begin the program, a transmitter will be fitted to you ankle and a reporting unit will be installed on you telephone. Additional equipment may be necessary if enhanced monitoring is required. This equipment can e removed only after you complete the program, unless other direction is received from the Court.

While on the electronic monitoring program or "house arrest," you are required to remain inside your home except for activities authorized by the Court, Sheriff's Dept., or Probation. It is expected that you will have full-time employment, unless prohibited by your probation officer, the Sheriff's Dept., or the Court. Employment must be verified, in writing, buy someone in a supervisory position. In addition, all timecards and paycheck stubs must be submitted as further verification of employment.

At the time of enrollment, a case manager will establish a schedule based on your permitted activities such as employment, counseling, drug or alcohol abuse treatment, and any other permitted activities. All overtime or other schedule changes require a case manager's approval 24 hours in advance. Your case manager will also establish scheduled mandatory compliance meetings that you will have to attend at the Sentinel branch office. At these meetings, you will be required to provide documentation for all outside activities and pay program fees.

PROGRAM COMPLIANCE

Participation in the program is voluntary. You should be advised that once you have been enrolled in EMP, section 1203.016 of the California Penal Code states that you can be taken into custody to serve the balance of you sentence for any of the following reasons:

A. Failure to follow program rules and/or regulations (including providing all required documentation).
B. Failure to pay agreed upon program fees.
C. Failure of the equipment to perform for any reason which results in the inability to monitor you effectively.

*Client Initials*_____

D. Any negative behavior resulting in the Court or Probation Officer's belief that you may not complete the program successfully.

If you willfully leave your residence without authorization of fail to return to your residence at the prescribed time, you can be prosecuted for escape under Penal Code section 4532.

A Non Compliance Report will be sent to the Court and /or Probation Officer for any program violation, including but not limited to:

1. *Leaving the range of your monitoring equipment when you are scheduled to be at home.*
2. *Returning home later than your schedule allows.*
3. *Leaving home earlier that your schedule allows.*
4. *Missing scheduled appointments with your case manager.*
5. *Failing to provide acceptable verification of work and other Court/Probation authorized activities.*
6. *Failing to pay program fees.*
7. *Failing to answer all telephone calls when present at your residence.*
8. *Failing to maintain electrical power either by unplugging the equipment of neglecting to pay the electricity bill.*
9. *Failing to maintain telephone service for any reason.*
10. *Failing to remove custom features from your telephone line, such as call waiting, call forwarding, answering machine voicemail, etc…*
11. *Refusing to perform alcohol or drug tests as required by the Court/Probation or testing positive for either alcohol or drugs.*

*Client Initials*_____

12. *If Breath Alcohol Testing (BAT) equipment is installed, failing to blow into the unit and transmit a picture when instructed by the monitoring center.*
13. *Failing to comply with any additional conditions set by the Court or the Probation Officer.*
14. *Tampering with or attempting to remove the ankle transmitter.*
15. *Tampering with or damaging any part of the electronic monitoring equipment.*
16. *Using alcohol or illegal drugs while on the program.*
17. *Possession of any weapons while on the program.*

PROGRAM EQUIPMENT

The transmitter fitted to your ankle, the in-home monitor attached to your telephone line, and any other equipment given to you by Sentinel Offender Services is your responsibility. If the equipment is damaged, lost or destroyed, you will be required to pay the following amounts:

In-Home Monitor	*$1,500.00*
Ankle Transmitter	*$525.00*
Ankle Strap	*$20.00*
BAT	*$600.00*
Visitel	*$600.00*

If any of the above equipment is not returned to Sentinel, a felony theft report will be filed with the local police department.

The ankle strap and transmitter are water resistant and lightweight. It must be worn under your sock, which should not interfere with your normal activities. You can shower while on the program, however, you should not submerge the transmitter in a bathtub, spa or pool.

The in-home unit is connected to the phone and electricity lines in your residence in a fashion similar to an answering machine. This unit transmits a signal through the telephone lines via a (800) phone number. You will not be charged for these calls.

*Client Initials*_____

This unit does not have audio recording capabilities and will not monitor your phone conversations. If you unplug either the power cord or the phone line, a Non

Compliance Report will be sent to the Court/Probation Dept. Upon program completion you must return all monitoring equipment to the Sentinel office.

PROGRAM SCHEDULES

Your curfew schedule is set by your case manager based on your work schedule and other permitted activities. All requests for schedule changes must be handled by a case manager. Schedule changes can only be made by phone ***Monday through Friday from 10:00am to 4:00pm, 24 hrs. in advance.*** *It is your responsibility to plan your approved activities in advance so that last minute schedule changes do not occur.*

In the event of a medical emergency, it is your responsibility to notify your case manager of the situation during regular business hours. ***For medical emergencies that occur after business hours, call the 24-hour toll free number (800) 551-4911.*** *You will be responsible for providing written proof of the emergency to you case manager the following business day. You will remain in violation of the program rules until proof of any time away is received.*

DRIVING PRIVILEGES

If you are driving a vehicle while on the program, you will be required to provide a valid driver's license at the time of your enrollment in the program. A participant whose license has been suspended or revoked should not operate a motor vehicle. If you are observed driving at any time while on the program, a Non Compliance report will be sent immediately to the Court or Probation Dept., which may result in termination from the program.

CLIENT GRIEVANCE PROCDURE

If you have any questions about your treatment while on the program, you may appeal in writing to the Branch Manager. IF no solution is reached at this level, you may submit your grievance to the Sentinel Offender Services, Project Director. Any further complaints must be submitted in writing to the Los Angeles County Probation Department Program Manager, Harold Solomon, 433 Bauchet St., Los Angeles, CA 90012.

*Client Initials*_____

PROGRAM FEES

Program participants are responsible for payments of their program fess in advance on a Bi-Weekly basis. Participants must provide proof of household and/or personal income on which program fees are based. All payments must be made in the form of a credit card, certified check, or money order payable to ***Sentinel.*** *You will be required to pay a non-refundable processing fee of $50.00.* ***REFUSAL TO PAY PROGRAM FEES MAY RESULT IN TERMINATION FROM THE SENTINEL PROGRAM.***

If at any time during the program you are approved, by the Court, Sheriff's Dept., or the Probation Department, to change residence, you will be charged a $30.00 moving fee. Verification of the new address must be provided ***prior*** *to relocating the monitoring equipment.*

If you are terminated from the program or you decide to complete you sentence in custody, you will forfeit all rights to any program fees, including those paid in advance. If the Court completes you early for good behavior, all pre-paid program fees will be refunded to you.

FEE REDUCTION/INCREASE PROCEDURE

Program fees may be adjusted during the term of your sentence for any of the following reasons:

1.) Loss of employment 2.) Decrease in income 3.) Loss of County Aid 4.) Increase of income 5.) Other circumstances which may allow an adjustment.

You will be required to provide all appropriate documentation to you case manager when a reduction/increase is requested. A copy of the Fee Adjustment Form (Form #310) will be provided at the signing of the agreement.

It is important that you carefully read and clearly understand all the program requirements. Failure to comply with program guidelines will result in a Non Compliance Report being forwarded to the Court, Sheriff's Dept., or Probation Dept. for further sanctions, including possible termination from the program and incarceration. ***IF YOU DO NOT UNDERSTAND OR CANNOT COMPLY WITH THESE RULES, NOTIFY YOUR CASE MANAGER IMMEDIATELY.***

FEE AGREEMENT

I agree with this financial assessment of my ability to pay the daily fees. The daily rate as agreed to is $_____ per day for monitoring. Testing fees will be charged separately as required.

Client Initials_____

I agree to pay program fees at the rate of $_____for the first two weeks, and $_____ every two weeks until all program fees are paid in full. For sentences of 20 days of less, I understand that I will be charged a minimum fee amounting to the assessed daily rate times 20 days, plus the enrollment fee. I understand that the Court or Sheriff's Dept. will be notified if I fail to pay and that five days after written notification of my failure to pay, I may be terminated from the program for refusal to pay fees as agreed.

CLIENT AGREEMENT

1. *I agree not to bring my children or any children into the Sentinel office during my visits with my case manager.*

2. *I agree to admit any person or agent designated by the correctional administrator into my residence at any time for purposes of verifying my compliance with conditions of home detention.*

3. *I agree to remain within the interior premises of my residence at all times, except for the days I work, or to keep appointments for which I have received permission in advance. Any changes in employment schedule, scheduled activities, or requests for appointments will require 24 hours prior notice to Sentinel staff. All schedule changes must be requested during the hours of 10:00am, and 4:00pm. Monday through Friday.*

4. *I agree to the use of electronic monitoring or supervising devises for the purpose of helping to very my compliance with the rules and regulations of the home detention program. The devices shall not be used to eavesdrop or record any conversation, except a conversation between me and the person supervising me, which is to be used solely for the purpose of voice identification.*

5. *I agree that the Correctional Administrator/Probation Officer may, without further order of the court, immediately retake me into custody to serve the balance of my sentence for any of the following reasons: A) Electronic monitoring or supervising devices are unable for any reason to perform their function at my designated place of home detention. B) If I willfully fail to pay fees to the provider of electronic home detention services. C) If I, for any reason no longer meet the established criteria for program participation. D) If I give the Court or Probation Dept. reason to believe that I would not complete the program successfully.*

6. *I understand that it will be necessary for monitoring devices to be installed on my telephone. I agree to maintain telephone services to my designated place of home detention while on the program. I understand that cordless*

Client Initials_____

telephones, call waiting, call forwarding and answering machines on the line being used for monitoring are prohibited while I am on the program and I agree to comply with this regulation.

7. *I agree to respond to all telephone calls generated from the Electronic Monitoring Program staff and monitoring equipment when I am at home regardless of the time of day or night.*

8. *I agree to maintain service to my designated place of home detention while on the program. I understand that generators or battery-powered devices are not acceptable and I agree to comply with this condition.*

9. *I agree to pay the monitoring company for the duration of the time I am on the program.*

10. *The amount will be set by the monitoring company based on their assessment of my financial ability to pay.*

11. *I agree to attend regularly scheduled office meetings, at which time I will provide verification of outside activities and pay program fees.*

12. *I understand that the consumption of alcohol in any form, or the consumption of possession of any drugs not prescribed by a medical doctor is prohibited. I agree to comply with this condition. I understand that I may be required to submit to drug/alcohol testing for the duration of EMP. I agree to pay the costs up to $35.00 per test.*

13. *I agree that I will not violate any laws while on the electronic monitoring program.*

14. *I agree to have all firearms that are un my designated place of home detention removed prior to my participation in the program*

15. *I agree to submit my person, property, place of residence and /or personal effects to search at my time, with or without a warrant, and with or without probable cause.*

16. *I understand that if I am returned to custody for any reason, I will not receive any accelerated release credits and may be subjected to additional loss of good/work time.*

*Client Initials*_____

17. *I understand that if I willfully fail to return to my place of home detention later than the period which I am authorized to be away, or if I make unauthorized departures, I could be prosecuted for escape under Penal Code section 4532, which can carry a sentence of up to six consecutive years in State Prison.*

18. *I understand that if I willfully fail this program, I may be excluded from consideration for any other Community Based Alternatives to Custody Program.*

I have been advised that me participation in the Division of Parole and Probation Electronic Monitoring Program (EMP) is voluntary and that, if I prefer, I may serve my sentence in custody at a jail facility. The program guidelines have been explained to me and a copy given to me. I agree to comply with all program rules and regulations. I further understand that failure to follow program guidelines may result in my immediate return to custody without warrant or court order to serve the balance of my sentence.

I have read and received a copy of the aforementioned rules and regulations and agree to comply with the terms and conditions of the Electronic Monitoring Program.

Participant Name (Print)	*Date*
Participant Signature	*Date*
Case Manager Name	*Date*
Case Manager Signature	*Date*

Appendix J

FINANCIAL WORKSHEET

To accurately assess the daily fee, Sentinel requires that you provide supporting documentation for each one of the statements in this worksheet. If you are receiving government aid, a Grant letter must be presented to your case worker. The Grant letter must stipulate how much aid you are receiving and how much aid is provided in the form of food stamps.

Income information is required for each participant and their spouse/cohabitant	The following expenses will only be used as a guide to give Sentinel an overall picture. The expenses will not be deducted from your Gross Household Income.

INCOME INFORMATION		**EXPENSES INFORMATION**	
Income Before Deduction	$_____	Rent/House Payment	$_____
Unemployment Insurance	$_____	Phone bill	$_____
County Aid	$_____	Electricity	$_____
Spouse/Cohabitant Income	$_____	Gas	$_____
Pension	$_____	Restitution	$_____
Other Income/Family	$_____	Alimony/Child Support	$_____
Total Income	$_____	**Total Expenses**	$_____

If you own real estate, stocks or bonds, please indicate current value $_____

Please list year real estate was purchased _____

Monthly Investment Income $_____

Bank Account Information:

Bank: _____ Savings Amount $ _____

Bank: _____ Checking Amount $ _____

With whom do you live (name and relationship) _____

How are you financially being supported _____

Number of dependants _____

Name of Employer _____

Address _____ Phone #: _____

If not employed, please indicate reason _____

My signature below declares that the above information is true to the best of my knowledge.

Client's name (please print) _____ Date_____

Client's Signature _____ Date_____

Case Manager's Signature _____ Date_____

Form #301

EM APP#:

Los Angeles County Probation Department

ELECTRONIC MONITORING PROGRAM
Monitoring Conditions

* Each case number should have a separate sentencing notice * Mail or fax canary copy directly to contractor
* See instructions below and on back of Pink Copy

Defendant: _____ Defendant's Phone #: _____
Last Name First Name Middle Initial

Offense: _____

Attorney's Name: _____ Attorney's Phone #: _____

Case Number: _____ Concurrent / Consecutive with Case #: _____

Judge: _____

Court: _____

_____

- ☐ Misdemeanor Pretrial Release
- ☐ Felony Pretrial Release
- ☐ Formal Probation
- ☐ Summary Probation
- ☐ Amended

☐ Defendant is sentenced to _____ days of Electronic Monitoring in lieu of custody in County Jail.

☐ Defendant is sentenced to _____ days of Electronic Monitoring to begin immediately upon completion of County Jail sentence. Defendant is sentenced to _____ days in County Jail.

☐ Defendant is placed on Pretrial Electronic Monitoring until _____

IV. PERMITTED ACTIVITIES (Documented by Defendant)

- ☐ Employment
- ☐ Prearranged Overtime at work
- ☐ Grocery Shopping – prearranged
- ☐ Laundry – prearranged *(Not Verifiable)*
- ☐ Doctor / Dental Appointment
- ☐ School
- ☐ Counseling
- ☐ AA or NA Meetings
- ☐ Next Court Appointment:
- ☐ Secondary Employment

V. SPECIAL CONDITIONS ORDERED

- ☐ Drug Testing — Frequency: _____
- ☐ Breath Alcohol Test — Frequency: _____
- ☐ Community Service — No. of Hours: _____ — Completed By: _____
- ☐ Counseling / Treatment — Type: _____ — Frequency: _____
- ☐ Status Report — Frequency: _____

Additional Restrictions / Conditions: _____

Enrollment requires 2 business days to complete. Defendant must be enrolled by: _____

Defendant must contact Pretrial Services within 24 hours (213) 893-5369, if no assessment has been completed.

Judge / Clerk's / DPO Signature: _____ Date: _____

ELECTRONIC MONITORING PROGRAM
17443 Lakewood Blvd. • BELLFLOWER, CALIFORNIA 90706
TEL: (888) 220-0737 FAX: (310) 532-2141

COURT – WHITE COPY CONTRACTOR – CANARY COPY DEFENDANT – PINK COPY

SLIDING SCALE (Appendix K)

From Rate	To	Daily
$0.00	$240.00	$1.00
$241.00	$400.00	$2.00
$401.00	$560.00	$3.00
$561.00	$720.00	$4.00
$721.00	$880.00	$5.00
$881.00	$1,040.00	$6.00
$1,041.00	$1,200.00	$7.00
$1,201.00	$1,360.00	$8.00
$1,361.00	$1,520.00	$9.00
$1,521.00	$1,680.00	$10.00
$1,681.00	$1,840.00	$11.00
$1,841.00	$2,000.00	$12.00
$2,001.00	$2,160.00	$13.00
$2,161.00	$2,320.00	$14.00
$2,321.00	$2,480.00	$15.00
$2,481.00	$2,640.00	$16.00
$2,641.00	$2,800.00	$17.00
$2,801.00	$2,960.00	$18.00
$2,961.00	$3,120.00	$19.00
$3,121.00	$3,280.00	$20.00
$3,281.00	$3,440.00	$21.00
$3,441.00	$3,600.00	$22.00
$3,601.00	$3,760.00	$23.00
$3,761.00	$3,920.00	$24.00
$3,921.00	$4,080.00	$25.00
$4,081.00	$4,240.00	$26.00
$4,241.00	$4,400.00	$27.00
$4,401.00	$4,560.00	$28.00
$4,561.00	$4,720.00	$29.00
$4,721.00	$4,880.00	$30.00
$4,881.00	$5,040.00	$31.00
$5,041.00	$5,200.00	$32.00
$5,201.00	$5,360.00	$33.00
$5,361.00	$5,520.00	$34.00
$5,521.00	$5,680.00	$35.00
$5,681.00	$5,840.00	$36.00
$5,841.00	$6,000.00	$37.00
$6,001.00	$6,160.00	$38.00
$6,161.00	$6,320.00	$39.00
$6,321.00	$6,480.00	$40.00
$6,481.00	$6,640.00	$41.00
$6,641.00	$6,800.00	$42.00
$6,801.00	$6,960.00	$43.00
$6,961.00	$7,120.00	$44.00
$7,121.00	$7,280.00	$45.00
$7,281.00	$7,440.00	$46.00

$7,441.00	$7,600.00	$47.00
$7,601.00	$7,760.00	$48.00
$7,761.00	$7,920.00	$49.00
$7,921.00	$8,080.00	$50.00
$8,081.00	$8,240.00	$51.00
$8,241.00	$8,400.00	$52.00
$8,401.00	$8,560.00	$53.00
$8,561.00	$8,720.00	$54.00
$8,721.00	$8,880.00	$55.00
$8,881.00	$9,040.00	$56.00
$9,041.00	$9,200.00	$57.00
$9,201.00	$9,360.00	$58.00
$9,361.00	$9,520.00	$59.00
$9,521.00	$9,680.00	$60.00
$9,681.00	$9,840.00	$61.00
$9,841.00	$10,000.00	$62.00
$10,001.00	$10,160.00	$63.00
$10,161.00	$10,320.00	$64.00
$10,321.00	$10,480.00	$65.00
$10,481.00	$10,640.00	$66.00
$10,641.00	$10,800.00	$67.00
$10,801.00	$10,960.00	$68.00
$10,961.00	$11,120.00	$69.00
$11,121.00	$11,280.00	$70.00
$11,281.00	$11,440.00	$71.00
$11,441.00	$11,600.00	$72.00
$11,601.00	$11,760.00	$73.00
$11,761.00	$11,920.00	$74.00
11,921.00	$12,080.00	$75.00
$12,081.00	$12,240.00	$76.00
$12,241.00	$12,400.00	$77.00
$12,401.00	$12,560.00	$78.00
$12,561.00	$12,720.00	$79.00
$12,721.00	$12,880.00	$80.00
$12,881.00	$13,040.00	$81.00
$13,041.00	$13,200.00	$82.00
$13,201.00	$13,360.00	$83.00
$13,361.00	$13,520.00	$84.00
$13,521.00	$13,680.00	$85.00
$13,681.00	$13,840.00	$86.00
$13,841.00	$14,000.00	$87.00
$14,001.00	$14,160.00	$88.00
$14,161.00	$14,320.00	$89.00
$14,321.00	$14,480.00	$90.00
$14,481.00	$14,640.00	$91.00
$14,641.00	$14,800.00	$92.00
$14,801.00	$14,960.00	$93.00
$14,961.00	$15,120.00	$94.00
$15,121.00	$15,280.00	$95.00
$15,281.00	$15,440.00	$96.00
$15,441.00	$15,600.00	$97.00
$15,601.00	$15,760.00	$98.00
$15,761.00	$15,920.00	$99.00

		EXHIBIT V
$15,921.00	$16,080.00	$100.00
$16,081.00	$16,240.00	$101.00
$16,241.00	$16,400.00	$102.00
$16401.00	$16,560.00	$103.00
$16,561.00	$16,720.00	$104.00
$16,721.00	$16,880.00	$105.00
$16,881.00	$17,040.00	$106.00
$17,041.00	$17,200.00	$107.00
$17,201.00	$17,360.00	$108.00
$17,361.00	$17,520.00	$109.00
$17,521.00	$17,630.00	$110.00
$17,631.00	$17,790.00	$111.00
$17,791.00	$17,950.00	$112.00
$17,951.00	$18,110.00	$113.00
$18,111.00	$18,270.00	$114.00
$18,271.00	$18,430.00	$115.00
$18,431.00	$18,590.00	$116.00
$18,591.00	$18,750.00	$117.00
$18,751.00	$18,910.00	$118.00
$18,911.00	$19,070.00	$119.00
$19,071.00	$19,230.00	$120.00

***There is an increase of $1.00 for every $160.00