



County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

SACHI A. HAMAI
Chief Executive Officer

DATE: Wednesday, June 17, 2020
TIME: 11:00 a.m. **(New Start Time)**

**DUE TO CLOSURE OF ALL COUNTY BUILDING, TO PARTICIPATE IN THE MEETING CALL
TELECONFERENCE NUMBER: (323) 776-6996 ID: 858954542#**

AGENDA

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed for each item.

1. CALL TO ORDER

2. INFORMATIONAL ITEM(S) [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

- A.** Board Letter:
APPROVAL OF COOPERATIVE LAW ENFORCEMENT AGREEMENT WITH U.S. FOREST SERVICE
Speakers: Ramona Zamora and Jennipher M. Baeza (Sheriff)
- B.** Board Letter:
APPROVE A MEMORANDUM OF UNDERSTANDING WITH CATHOLIC BIG BROTHERS BIG SISTERS FOR A YOUTH MENTORING PARTNERSHIP
Speakers: Bryan Aguilera and Jason R. Lee (Sheriff)
- C.** Board Letter:
APPROVAL OF AN AFFILIATION AGREEMENT WITH SANTA CLARITA COMMUNITY COLLEGE DISTRICT ON BEHALF OF COLLEGE OF THE CANYONS TO PROVIDE EDUCATIONAL COURSES THROUGH THE SHERIFF'S DEPARTMENT'S TRAINING PROGRAM
Speakers: Bryan Aguilera and Kevin Piper (Sheriff)

3. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Letter:
APPROVAL OF AMENDMENT NUMBER TWO TO SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT FOR THE SCHOOL RESOURCE DEPUTY PROGRAM
Speakers: Bryan Aguilera and Rudy Sanchez (Sheriff)

Wednesday, June 17, 2020

B. Board Letter:
APPROVE EXTENSION AND UPDATES TO THE MODEL MEMORANDUM OF UNDERSTANDING FOR EDUCATION SERVICES FOR ADULT OFFENDERS IN LOS ANGELES COUNTY JAILS
Speakers: Irma Santana and Abby Valdez (Sheriff)

C. Board Letter:
APPROVAL OF A CONTRACT WITH SUSAN SAXE CLIFFORD, PH.D., ABPP, APC TO PROVIDE PROFESSIONAL PSYCHOLOGICAL SCREENING AND EVALUATION SERVICES FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT
Speakers: Robert Smythe and Deanna Carlisle (Probation)

D. Board Briefing:
PUBLIC SAFETY DEPARTMENT'S FINAL CHANGES BUDGET BRIEFING
Speakers: Rene Phillips and staff (CEO)

4. PUBLIC COMMENT
(2 minutes each speaker)

5. ADJOURNMENT

6. UPCOMING ITEMS:

A. Board Letter:
APPROVE EXTENSION AND UPDATES TO THE MODEL MASTER AGREEMENT FOR PSYCHOLOGICAL SERVICES
Speakers: John McBride and Irma Santana (Sheriff)

B. Board Letter:
ACCEPT A GRANT AWARD FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR FISCAL YEAR 2019 CALIFORNIA COVERDELL PROGRAM
Speakers: Karen Anderson and Elida Rodriguez (Sheriff)

C. Board Letter:
APPROVAL OF CONTRACT WITH PSI SERVICES, LLC FOR FIRE FIGHTER EXAMINATION AND VALIDATION STUDY SERVICES
Speakers: Christopher Anderson (Fire)

D. Board Letter:
REQUEST AUTHORIZATION TO ACCEPT GRANT FUNDS FROM CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES 2018 AND 2019 PAUL COVERDELL FORENSIC SCIENCE IMPROVEMENT GRANT PROGRAM FRO FISCAL YEAR 2020-21 AND APPROVE APPROPRIATION ADJUSTMENT
Speakers: Jonathan Lucas, M.D. and Wendy Myring (Medical Examiner-Coroner)

Wednesday, June 17, 2020

- E.** Board Letter:
FIRE COMMAND AND CONTROL FACILITY HVAC REFURBISHMENT, CAPITAL
PROJECT NO 89054
Speakers: Ron Bleier (Fire) and Alicia Ramos (Public Works)

June 30, 2020

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 COOPERATIVE LAW ENFORCEMENT
AGREEMENT WITH U.S. FOREST SERVICE
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks approval to execute a Cooperative Law Enforcement Agreement (Agreement) with the U.S. Department of Agriculture, Forest Service, Angeles National Forest (U.S. Forest Service).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, to execute an Agreement, substantially similar to the attached Agreement, between the County and the U.S. Forest Service, effective upon execution by both parties through December 31, 2025.
2. Delegate authority to the Sheriff, or his designee, to execute all amendments and modifications to the Agreement, including the Annual Financial and Operating Plans (AOPs), as necessary, for the effective participation in the Agreement.
3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute all required contract documents with U.S. Forest Service, including, but not limited to, cooperative agreements, Annual Financial and Operating Plans,

assurances and certifications, amendments, modifications, extensions, and payment requests, in future fiscal years as necessary for the continued provision of law enforcement services on U.S. Forest Service lands.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department and the U.S. Forest Service recognize that public use of National Forest System (NFS) lands are usually located in areas that are remote or sparsely populated. Both parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and that the Department has a limited amount of financing to meet their responsibility for enforcing these laws.

The Department seeks to enter into the attached Agreement with the U.S. Forest Service to continue to enhance State and local law enforcement efforts in connection with activities on National Forest System (NFS) lands through December 31, 2025. The Department will perform in accordance with the approved and incorporated Annual Financial and Operating Plans, including the Patrol AOP (Exhibit A) and Controlled Substance AOP (Exhibit B), which will be negotiated on a fiscal year basis.

The Department will provide uniformed personnel with marked vehicles to perform all activities unless agreed to otherwise in the AOP. Department personnel will advise the U.S. Forest Service Principal Contact of any suspected criminal activities on NFS lands and provide the U.S. Forest Service with a report identifying the number of crimes occurring on NFS lands. Department personnel will also perform activities to suppress the manufacturing and trafficking of controlled substances on or affecting the administration of NFS lands, with an emphasis on identification, apprehension, and prosecution of suspects engaged in these activities.

Implementation of Strategic Plan Goals

Approval of this Agreement supports the County's Strategic Plan, Goal 3, Strategy III.3, Operational Effectiveness, Fiscal Responsibility, and Accountability. This Agreement leverages resources from the Department and the U.S. Forest Service to enhance law enforcement and public safety on NFS lands usually located in remote or sparsely populated areas.

FISCAL IMPACT/FINANCING

The Department will recover overtime costs and other costs, with prior U.S. Forest Service approval, including but not limited to equipment purchases, in an amount not to exceed the amount set forth on the AOPs. Reimbursement claims for expenses will be submitted monthly. U.S. Forest Service will pay federal funds in an amount not to

exceed \$33,000 for federal Fiscal Year 2019 (October 1, 2019 through September 30, 2020) to defray overtime and equipment costs incurred by the Department under this Agreement.

The AOPs, which include the total amount for reimbursement, will be negotiated on a fiscal year basis. At the end of the fiscal year, funds not spent may be carried forward to the next fiscal year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the Agreement shall be effective upon execution by both parties through December 31, 2025. Either party may terminate this Agreement in whole, or in part, by providing written notice at any time before the date of expiration.

Personnel performing law enforcement activities under this Agreement are, and shall remain, under the supervision, authority, and responsibility of the Department. Law enforcement provided by the Department and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this Agreement.

Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.

During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse the Department for only the additional activities requested and not for activities that are regularly performed by the Department.

Board approval is required for this Agreement, as the funding amount exceeds the authority previously delegated by the Board to the Sheriff on May 16, 2000.

The Sheriff seeks delegated authority to execute all required contract documents, including cooperative agreements, with the U.S. Forest Service in future Fiscal Years for the continued provision of law enforcement services on U.S. Forest Service lands.

The attached Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None. The Department will provide the personnel and resources required for participation in this Agreement.

CONCLUSION

Upon Board approval, it is requested that the Clerk of the Board return one original adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

DRAFT

AV:TKM:jb
(Contract Law Enforcement Bureau)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Sachi A. Hamai, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Mary C. Wickham, County Counsel
Michele Jackson, Principal Deputy County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
John P. Burcher, A/Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Sergio V. Escobedo, Captain, Contract Law Enforcement Bureau (CLEB)
Vanessa C. Chow, Sergeant, ASD
Erica M. Saavedra, Deputy ASD
Adam R. Wright, Deputy, ASD
Ramona Zamora, Administrative Services Manager II, CLEB
Jennipher M. Baeza, Administrative Services Manager I, CLEB
(Contract Law – US Forest Service-Cooperative Law Enforcement 06-30-20)

FS Agreement No. 20-LE-11051360-029

Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
COUNTY OF LOS ANGELES
And The
USDA, FOREST SERVICE
ANGELES NATIONAL FOREST

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the Los Angeles County Sheriff's Department, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Angeles National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: County of Los Angeles Cooperative Law Enforcement Agreement

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. THE COOPERATOR SHALL:

- A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit A. *See related Provision IV-E. The Controlled Substance Operating Plan is incorporated as Exhibit B.*
- B. Ensure that the officers/agents of Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.



- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. *See related Provisions III-B, IV-I, and IV-P.*
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.



- L. Monitor the U.S. Forest Service radio during the following time period(s): While patrolling the forest between the dates of October 1st and September 30th. Address any concerns or notify/ request assistance from the U.S. Forest Service as required in the judgment of Cooperator.

III. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Annual Operating Plan attached as Exhibit A. *and B.*
- B. Reimburse Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest Service payments. *See related Provisions II-H and IV-I.* The invoice should be forwarded as follows:

**Submit original invoice(s) for
payment to:**

USDA, Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894
E-Mail: sm.fs.asc_ga@usda.gov

Send copy to:

Russel Tuttle, Patrol Captain
U.S. Forest Service
Angeles National Forest
701 N. Santa Anita Ave.
Arcadia, CA 91006
Phone: 626-574-5355
E-Mail: russel.tuttle@usda.gov

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principal contacts for this agreement are:

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Alex Villanueva, Sheriff 211 W. Temple Street, 8 th Floor Los Angeles, CA 90012 213-229-3000	Jennipher Baeza, Contract Law 211 W. Temple Street, 7 th Floor Los Angeles, CA 90012 213-229-1625 jmbaeza@lasd.org

**Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Russel Tuttle, Patrol Captain 701 N. Santa Anita Ave. Arcadia, CA 91006 626-574-5355 626-821-6784 russel.tuttle@usda.gov	Jill Gardner, Program Support Assistant 701 N. Santa Anita Ave. Arcadia, CA 91006 626-574-5356 626-821-6784 jill.gardner@usda.gov

- C. An Annual Operating Plan will be negotiated on a fiscal year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.
- D. This agreement has no effect upon Cooperator's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- E. Any Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:
1. Specific language stating that the Annual Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
 2. Specific beginning and ending dates.
 3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
 4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
 5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.
 6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*
 7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
 8. A review and signature of a U.S. Forest Service Agreements Coordinator.



- F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.
- G. The officers/agents of Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of Cooperator. Law enforcement provided by Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- I. Cooperator's reimbursable expenses must be: listed in an approved Annual Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.
- J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse Cooperator for only the additional activities requested and not for activities that are regularly performed by Cooperator.
- K. Reimbursement may include the costs incurred by Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Annual Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Annual Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.

When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. Cooperator is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest



Service has reimbursed Cooperator for and/or transferred to Cooperator under the AD-107 process or equivalent.

- L. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by Cooperator using any Federal funding. Upon expiration of this agreement Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.
- M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of Cooperator's purchase of equipment or supplies.
- N. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Annual Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to Cooperator in excess of the amount to which Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
 - 1. Making an administrative offset against other requests for reimbursements.
 - 2. Withholding advance payments otherwise due to Cooperator.
 - 3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.

- P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the



terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.

R. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) If the Government determines that the recipient is not in compliance with this award provision, it:
 - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

S. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The U.S. Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the cost of the contract. If Cooperator is/are approved to issue a contract, it shall be awarded on a competitive basis.



- T. This agreement in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- U. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- V. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- W. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through December 31, 2025.
- X. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

ALEX VILLANUEVA, Sheriff
County of Los Angeles

Date


JEROME PEREZ, Forest Supervisor
U.S. Forest Service, Angeles National Forest


Date

Principal Deputy County Counsel
County of Los Angeles

Date

DON HOANG
Special Agent in Charge,

Date



The authority and format of this agreement have been reviewed and approved for signature.

2-18-20

KAREN MCWILLIAMS

Date

U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

June 30, 2020

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:

**APPROVE A MEMORANDUM OF UNDERSTANDING WITH CATHOLIC BIG
BROTHERS BIG SISTERS FOR A YOUTH MENTORING PARTNERSHIP
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval authorizing the Sheriff of Los Angeles County (County) to execute a Memorandum of Understanding (MOU) with Catholic Big Brothers Big Sisters' (CBBBS) to provide prevention services through mentoring relationships for at-risk youth in the communities served by the Los Angeles County Sheriff's Department (Department).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute a MOU substantially similar to the attached MOU (Attachment A), with CBBBS for the purpose of establishing a partnership to mentor at-risk youth.
2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute MOUs, similar to the attached MOU, with various nonprofit organizations throughout the County for the purpose of mentoring youth, provided there is no cost payable by the County to the nonprofit organizations for the mentoring programs.
3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to terminate the MOUs if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this MOU is to document a partnership and collaboration between CBBBS and the Department, in the implementation of a National Big Brothers Big Sisters' initiative, "Bigs with Badges." Bigs with Badges is a one to one mentoring program that connects youth with local law enforcement in communities throughout our nation, with a goal of building strong, trusting, and lasting relationships. These relationships can help build stronger bonds between law enforcement and the families that live within the communities they serve.

Bigs with Badges helps children see deputies in a positive light and fosters trust between young people and law enforcement officers. The program benefits law enforcement officers and first responders just as much as the children they mentor. Volunteers in the program report that serving has given them a much deeper understanding of the communities they protect and has reconnected them with their mission to serve those communities.

Implementation of Strategic Plan Goals

As part of the Board's commitment to the County, approval of the recommended action would enhance the County's Strategic Plan, Goal 2, Foster Vibrant and Resilient Communities. The mentoring of at-risk youth will foster a positive, nurturing environment where they can realize their future potential and be guided towards becoming productive adults.

FISCAL IMPACT/FINANCING

None. There is no cost payable to CBBBS for participation in the mentoring program. Each party shall bear their own cost, if any, arising from their participation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the MOU shall commence upon execution by both parties and shall remain in effect until terminated by either party. The MOU may be terminated by either party with 30 calendar days advance written notice. CBBBS shall indemnify, defend and hold harmless the Department, the County, its Special Districts, elected and appointed officers, employees and agents from and against any and all liability arising from or connected in any way with CBBBS' acts and/or omissions arising from and/or relating to the MOU.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will have no impact on current services.

CONCLUSION

Upon Board approval, it is requested that the Clerk of the Board return one original adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

DRAFT

AV:JRL:jl
(Contract Law Enforcement Bureau)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Sachi A. Hamai, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Mary C. Wickham, County Counsel
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John P. Burcher, A/Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Sergio V. Escobedo, Captain, Contract Law Enforcement Bureau
Bryan C. Aguilera, Lieutenant, Contract Law Enforcement Bureau
Vanessa C. Chow, Sergeant, ASD
Jason R. Lee, Sergeant, Contract Law Enforcement Bureau
Erica M. Saavedra, Deputy, ASD
Adam R. Wright, Deputy, ASD
(Contract Law – Catholic Big Brothers Big Sisters 06-30-20)

MEMORANDUM OF UNDERSTANDING

BETWEEN:

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AND
CATHOLIC BIG BROTHERS BIG SISTERS

1. PARTIES

This Memorandum of Understanding (hereinafter "MOU") is between the Los Angeles County Sheriff's Department (hereinafter "LASD") and Catholic Big Brothers Big Sisters (hereinafter CBBBS).

2. PURPOSE

- A. The purpose of this MOU is to document a partnership and collaboration between CBBBS and LASD in the implementation of a National Big Brothers Big Sisters' initiative - "Bigs with Badges" - a one to one mentoring program that connects youth with local law enforcement in communities throughout our nation, building strong, trusting, and lasting relationships. These relationships can help build stronger bonds between law enforcement and the families that live within the communities they serve.
- B. Bigs with Badges helps children see deputies in a positive light and fosters trust between young people and law enforcement officers, as officers are not going into the community to make an arrest, but rather to form a bond and to build a relationship.
- C. Bigs with Badges benefits law enforcement officers and first responders just as much as the children they mentor. Volunteers in the program report that serving has given them a much deeper understanding of the communities they protect and has reconnected them with their mission to serve those communities.

3. PROGRAM GOALS

- A. The goals of this partnership are to provide prevention services through mentoring relationships for youth in at-risk situations achieving higher aspirations, greater confidence, and better relationships in Los Angeles County communities, avoidance of risky behaviors, and educational success.

4. LASD RESPONSIBILITIES

- A. LASD will disseminate information to LASD personnel regarding opportunities to participate as mentors in the Bigs with Badges program.
- B. LASD will work with CBBBS to implement strategies to promote and advocate for Bigs with Badges program support and sustainability within the LASD to ensure that positive youth development opportunities are maintained.
- C. LASD will work with CBBBS staff in coordinating the presentation of Bigs with Badges program information to LASD personnel at designated LASD facilities.

5. CBBBS RESPONSIBILITIES

- A. Recruit, interview, screen, train, match, and support mentor/mentee matches between LASD personnel and community mentees. CBBBS will provide training to mentors including, but not limited to, training in The Elements of Effective Practice for Mentoring and Big Brothers Big Sisters Standards of Practice.
- B. Provide on-going mentor and mentee training and support.
- C. Conduct recognition events and match activities for program participants in collaboration with LASD.
- D. Communicate youth and relationship development to LASD to ensure positive program partnership and collaboration.

6. MENTORS

Mentors will mentor on their own time and do not act within the scope of their official duties with LASD while serving as a mentor or engaging in mentorship activities. Mentors are responsible for any expenses associated with mentoring. Mentors are required to complete all training programs and screening mandated by CBBBS prior to commencing mentoring activities.

7. COSTS

Each Party shall bear its own costs, if any, arising from its responsibilities under this MOU.

8. INDEMNIFICATION

CBBBS shall indemnify, defend, and hold harmless LASD, the County of Los Angeles, its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected in any way with CBBBS's acts and/or omissions arising from and/or relating to this MOU.

9. NONDISCRIMINATION

CBBBS agrees to not discriminate on the basis of race, color, religion, sex, marital status, national origin, ancestry, disability, medical condition, age, genetic information, gender identity or expression, sexual orientation, military or veteran status, pregnancy or pregnancy related condition in its performance under this MOU and its employment practices. This policy of affording equal employment opportunities to all persons is in keeping with provisions of state and federal laws and regulations.

10. COMMENCEMENT AND TERMINATION OF MOU

The terms and conditions of the MOU shall become effective upon the date of execution of the MOU by the authorized representatives of LASD and CBBBS. Either party may terminate the MOU

by providing at least thirty (30) days written notice to the other party of its intent to terminate the MOU.

11. VALIDITY

If any provisions of this MOU or the application thereof to any person or circumstance is held invalid, the remainder of this MOU and the application of such provision to other persons or circumstances shall not be affected thereby.

12. ENTIRE AGREEMENT

This MOU constitutes the complete and exclusive statement of understanding between the Parties, which supersedes all previous agreements, written or oral, and all other communications between the Parties relating to the subject matter of this MOU. No changes to the MOU shall be valid unless in writing, and executed by both Parties.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the day and year first written above,

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

By: _____

Date: _____

CATHOLIC BIG BROTHERS BIG SISTERS

By: _____

Date: _____

DRAFT

June 30, 2020

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

Dear Supervisors:

**APPROVAL OF AN AFFILIATION AGREEMENT WITH SANTA CLARITA
COMMUNITY COLLEGE DISTRICT ON BEHALF OF COLLEGE OF THE CANYONS
TO PROVIDE EDUCATIONAL COURSES THROUGH THE SHERIFF'S
DEPARTMENT'S TRAINING PROGRAM
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Approval of an Affiliation Agreement Regarding Educational Courses (Affiliation Agreement) with the Santa Clarita Community College District (District) on behalf of College of the Canyons (COC) to provide educational courses through the Los Angeles County (County) Sheriff's Department's (Department) training program (Program).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, to execute the attached Affiliation Agreement between the County, by and through the Department, and the District, on behalf of COC, effective July 1, 2020, through June 30, 2025, with five additional option years upon mutual agreement of the parties.
2. Delegate authority to the Sheriff, or his designee, to execute any and all amendments to the Affiliation Agreement, including option term extension amendments, provided it is in the best interest of the County.

3. Delegate authority to the Sheriff, or his designee, to execute and amend affiliation agreements, similar to the attached Affiliation Agreement, with other education providers for the provision of educational courses through the Department's training program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to obtain approval of an Affiliation Agreement between the Department and the District on behalf of COC for educational course delivery. The Department will conduct educational courses, which are offered through the District, and designed for entry-level and advanced Department personnel. The Program intends to assist Department staff in their professional development, to allow them the opportunity to obtain lower division college units, and to allow Department instructors to gain teaching experience. Some examples of the courses that will be offered are Custody Division Force Policy, Basic Report Writing Skills, Critical Decision Making, Arrest and Control, and Driver Training.

Implementation of Strategic Plan Goals

The recommended action is consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III: Continually Pursue Development of Our Workforce.

FISCAL IMPACT/FINANCING

The District will pay the Department a portion of their community college instructional hours in the amount of \$2.10 per student instructional hour for Department training courses. The actual amount of revenue will depend on the number of trainings that occur and the number of course participants. There is a potential year over year revenue loss of approximately \$136,000 as a result of the decrease to the rate.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department desires to continue to affiliate with the District in order to have educational training courses approved for college credits through the District. The current affiliation agreement with the District expires on June 30, 2020.

The term of the Affiliation Agreement shall be from July 1, 2020 through June 30, 2025, with five additional option years. The Agreement may be terminated with 120 days advance written notice by either party. The Agreement provides for mutual indemnification.

The Honorable Board of Supervisors
June 30, 2020
Page 3

The Department seeks delegated authority for the Sheriff, or his designee, to execute similar affiliation agreements with other educational providers as needed by the Department in future years.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Agreement will continue to generate revenue for the Department.

CONCLUSION

Upon approval by your Board, please return the adopted Board letter to the Department's Contract Law Enforcement Bureau for further processing.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

AV:TKM:SVE:kdp
(Contract Law Enforcement Bureau)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Sachi A. Hamai, Chief Executive Officer
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Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
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Vanessa C. Chow, Sergeant, ASD
Kevin D. Piper, Sergeant, CLEB
Erica M. Saavedra, Deputy ASD
Adam R. Wright, Deputy, ASD

(Contract Law – Santa Clarita Community College-Educational Courses 06-23-20)

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

AGREEMENT FOR SERVICES

INSTRUCTIONAL SERVICES AGREEMENT (ISA) INSTRUCTOR

THIS INSTRUCTIONAL SERVICES AGREEMENT (ISA) INSTRUCTOR AGREEMENT is made and entered into this **23rd** day of **January, 2020**, by and between the **Santa Clarita Community College District** ("District"), **Los Angeles County Sheriff's Department** ("Agency"), and **INSTRUCTOR NAME** ("ISA Instructor"), who is being assigned to the District on a part-time basis pursuant to Title 5 of the California Code of Regulations, Sections 58056(a) and 58058(b). The ISA Instructor will be an employee of the District on a limited basis pursuant to this Agreement ("ISA Instructor Agreement"). The District and the ISA Instructor may be collectively referred to as the "Parties" and individually as "Party."

RECITALS

WHEREAS, the District requires instruction for classes offered by the District in cooperation with the Agency and subject to the terms and conditions set forth in the Instructional Service Agreement (ISA) regarding Educational Courses between the District and the Agency; and,

WHEREAS, the Agency has duly qualified employees who can competently provide instruction services related to instruction for classes offered by the District in cooperation with the Agency; and,

WHEREAS, the ISA Instructor is an employee of the Agency and agrees to be assigned to the District as an at-will, uncompensated instructor to competently provide ISA instruction for classes offered by the District in cooperation with the Agency; and,

WHEREAS, the Parties are authorized by Title 5, California Code of Regulations, Sections 58056(a) and 58058(b) to execute this Supervision Agreement;

NOW THEREFORE, the Parties hereby agree as follows:

AGREEMENT

1. ISA Instructor Is an Agency Employee. The ISA Instructor is an employee of the Agency who meets the minimum qualifications for the academic position of ISA Instructor as established and determined by the District. The minimum qualifications required for this position are attached as Exhibit A and incorporated here by reference. If at any time during a course the ISA Instructor is no longer an employee of the Agency, this Agreement is null and void.
2. ISA Instructor Is Professionally Trained and Competent. The ISA Instructor is professionally and specially trained and competent to provide the instructional services that the District requires.
3. ISA Instructor under District's Direct Control while Providing Instruction. While performing the required instructional services for the District, the ISA Instructor is under the District's direct control and direction and may not have any other assigned duty during the instructional activity

for which attendance may be claimed. The ISA Instructor is an at-will employee, and District retains the sole right to select, assign, evaluate, discipline with respect to the ISA Instructor assignment, or terminate the ISA Instructor from the ISA Instructor assignment at any time while performing the duties of the ISA Instructor. The ISA Instructor acknowledges that he or she has received an orientation from the District and has been provided with the instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services which the District provides to credit instructors.

4. ISA Instructor Duties. The ISA Instructor's duties include, but are not limited to:
- a. Ensure that training time is expended in full compliance with the course objectives determined by the District.
 - b. Ensure the safety and well-being of students.
 - c. Ensure the proper delivery of instruction in accordance with District course outlines and approved curriculum.
 - d. Supervise instruction for each course section, which includes maintaining continued physical presence and contact with students during all instructional activity and/or maintaining continued synchronous online contact with students during online instructional activities.
 - e. Maintain accurate and current records documenting the physical presence of the ISA Instructor during all class meetings and sessions.
 - f. Regularly attend periodic District staff meetings and orientations.
 - g. Ensure that all instructional materials used to teach a course are District-approved and consistent with the District-approved course outline.
 - h. Ensure accurate and current daily attendance records reflecting only attendance by students when approved instructional activities identified in the District-approved curriculum and course outlines are occurring.
 - i. Sign and submit rosters/grade sheets; in addition, rosters will be countersigned by a District instructional employee. Students will sign the rosters and original signatures shall be provided to the District. The rosters will identify the course from the approved specific list above and course number, and will contain a certification of the ISA Instructor's supervision of instruction in accordance with Section 4.d. above.
 - j. Ensure the effective use of instructional methods, technology, testing and remediation.
 - k. Ensure the proper administering and scoring of course tests.
 - l. Ensure the accurate calculation of final student grades and the prompt submission of grades to the Director of Admissions & Records within 10 days of course completion.

- m. Ensure compliance with all District policies and administrative procedures while conducting any training program on or in District facilities.
5. Worker's Compensation Insurance. The ISA Instructor will be employee of the Agency for the purposes of workers compensation insurance.
6. Indemnification of ISA Instructor by District. For purposes of indemnification and defense of any claims, actions or lawsuits, the ISA Instructor shall be considered an employee of the District only during those times when he or she is fulfilling the duties of the ISA Instructor at the work place assigned by the District. The District will accept liability for ISA Instructor only for those times that he or she is under the District's direct supervision.
7. Term.

The term of this agreement shall be for the period of START DATE through END DATE.

8. Termination. This Agreement will commence on the date shown above and may be terminated at any time by the District. This agreement may be terminated upon thirty (30) days prior written notice to the District from the Agency or from the ISA Instructor. No cause shall be required for the District, the Agency, or the ISA Instructor to terminate this Supervision Agreement. Termination of the Affiliation Agreement for any cause results in the termination of this Supervision Agreement.
9. Notices. All notices required or permitted to be given under this Agreement shall be deemed duly given and effective if in writing and personally delivered or deposited in the U. S. Mail, postage to be prepaid, sent by reputable overnight courier service (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed to the following:

District:

Assistant Superintendent, Vice President, Business Services
Santa Clarita Community College District
26455 North Rockwell Canyon Road
Santa Clarita, CA 91355

With copies to:

Office of Instruction
College of the Canyons
26455 North Rockwell Canyon Road
Santa Clarita, CA 91355

Agency:

Los Angeles County Sheriff's Department

With copies to:

ISA Instructor: **INSTRUCTOR NAME**

A party may change its designated representative and/or address for the purpose of receiving notices under this Agreement by notifying the other Parties of the change in writing and in the manner described in this section.

10. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties, and is a complete and exclusive statement of the terms of the Parties' agreement pursuant to the Code of Civil Procedure, section 1856. This Agreement cannot be modified orally, and is to be modified only by a written instrument executed by the Parties.
11. Jointly Negotiated. The Parties have jointly negotiated this Agreement, which shall be construed as a whole according to its fair meaning and not strictly for or against any of the Parties.
12. Execution by Facsimile or in Counterparts. The Parties may execute this Agreement in counterparts such that their signatures may appear on separate signature pages. A copy, facsimile, or an original of this Supervision Agreement, with all the signature pages appended together, shall be deemed a fully executed Supervision Agreement. Signatures transmitted by facsimile or other electronic means shall be deemed to be original signatures.
13. Ratification by Santa Clarita Community College District Board of Trustees. Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against the District unless and until District's Board of Trustees has approved or ratified this agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

Santa Clarita Community College District

ISA Instructor

By: _____

By: _____

Print Name: Omar Torres

Print Name: **INSTRUCTOR NAME**

Title: Associate Vice President, Academic Services

Title: _____

Date: _____

Date: _____

Board Date: BOARD APPROVAL DATE

EXHIBIT A

Minimum Qualifications

- ♦ Must have California Community College Instructor credential in the appropriate subject matter **OR**,
- ♦ Any bachelor's degree plus two (2) years of experience teaching or working in the field, **OR**,
- ♦ Any associate's degree plus six (6) years of experience teaching or working in the field, **OR**,
- ♦ One of the following equivalencies:

In order to establish the equivalent of an associate degree in a discipline, applicants must show possession of at least the equivalent in level of achievement, breadth, and depth of understanding. The responsibility for supplying documentation to verify equivalency to an associate degree in a requested discipline lies with the applicant/candidate. Documentation of equivalency must meet the requirements of one of the following options:

Option 1

The applicant must submit an official transcript documenting successful completion of 60 units of college coursework. The transcript must include 15 units of general education courses as described below. Also, the transcript must include 18 units of discipline-specific units for any one discipline specific major. Credits on a CLEP, IB, or AP exam, credits by exam, and credits on a military transcript are acceptable.

Option 2

The applicant must submit an official transcript documenting successful completion of a minimum of 40 units of college coursework at an accredited institution of higher learning including a minimum of 18 general education course units as described below and required for the associate degree and documented and verifiable evidence of 320 hours of significant professionally sanctioned discipline specific training through certification courses, approved apprenticeships, and licensing programs in the requested discipline. Examples of approved training programs include but are not limited to those provided by labor unions, state and national certification boards, and governmental agencies. Credits on a CLEP, IB, or AP exam, credits by exam, and credits on a military transcript are acceptable.

Option 3

The applicant must submit official transcripts documenting successful completion of a minimum of 40 semester units associate degree level courses and current enrollment in an associate degree program to be completed within 24 months from the hire date. Credits on a CLEP, IB, or AP exam, credits by exam, and credits on a military transcript are acceptable.

General Education (Title 5 Section 55063(b))

To meet the general education requirements for the Associate degree or equivalent, the applicant must include an official transcript documenting successful completion of a minimum of 18 semester units from the course categories listed below and including a minimum of 3 semester units in each of the 5 areas. A passing grade on a CLEP, IB, or AP exam are equivalent to 3 units for the related general education course. Credits by exam are acceptable.

- **Natural Science** (e.g. astronomy, biology, chemistry, environmental science, physical anthropology, physical science, physics)
- **Social Sciences** (e.g. cultural anthropology, economics, history, political science, psychology, sociology)
- **Humanities** (e.g. art, dance, design, foreign language, humanities, literature, music, philosophy, photography, theater)
- **English Composition** (expository writing)
- **Communication and Analytical Thinking** (e.g. oral communication, mathematics at minimum one level below transferable, logic, statistics, computer language and programming)

JANUARY NORTH CPT SEQUENCE

W E E K 1	NORTH CPT DATES	INSTRUCTION	LOCATION
	01-06-20 (MON) 1300-2130	10-22	PDC RANGE
	01-07-20 (TUES) 0700-1500	ARREST/CONTROL & DRIVERS TRNG	PDC FORCE TRAILER
	01-08-20 (WED) 0700-1500	TAS	BC
W E E K 2	NORTH CPT DATES	INSTRUCTION	LOCATION
	01-13-20 (MON) 1300-2130	10-22	PDC RANGE
	01-14-20 (TUE) 0700-1500	ARREST/CONTROL & DRIVERS TRNG	PDC FORCE TRAILER
	01-15-20 (WED) 0700-1500	TAS	BC
W E E K 3	NORTH CPT DATES	INSTRUCTION	LOCATION
	01-20-20(MON) 1300-2130	10-22	PDC RANGE
	01-21-20 (TUES) 0700-1500	ARREST/CONTROL & DRIVERS TRNG	PDC FORCE TRAILER
	01-22-20 (WED) 0700-1500	10-22	BC
W E E K 4	NORTH CPT DATES	INSTRUCTION	LOCATION
	01-27-20 (MON) 1300-2130	10-22	PDC RANGE
	01-28-20 (TUES) 0700-1500	ARREST/CONTROL & DRIVERS TRNG	PDC FORCE TRAILER
	01-29-20 (WED) 0700-1500	TAS	BC
<ol style="list-style-type: none"> PLEASE REMIND PERSONNEL TO BE ON TIME FOR EVERY CLASS AND WEAR THE APPROPRIATE TRAINING ATTIRE. IF A STUDENT IS LATE FOR THE RANGE, THEY WILL BE SENT HOME FOR SAFETY REASONS <p style="text-align: center;"><i>SCHEDULE TIMES/LOCATIONS SUBJECT CHANGE CHECK SCHEDULE PRIOR TO ATTENDING</i></p>			

**WEAPONS TRAINING
(PDC RANGE)
29310 THE OLD RD., CASTAIC, CA 91384
(661) 295-8856**

- CLASS A OR B UNIFORMS ONLY. ANY OTHER UNIFORM WILL RESULT IN EXCLUSION FROM THE CLASS.
- NO SHORTS
- WORKING FLASHLIGHT
- EAR PROTECTION AND EYE PROTECTION FOR DAY/NIGHT SHOTS ARE STRONGLY RECOMMENDED.
- EAT BEFORE START - LUNCH IS NOT GUARANTEED

**ARREST/CONTROL & DRIVER'S TRAINING
(PDC FORCE TRAILER) (NORTH)
29300 THE OLD ROAD, CASTAIC, CA 91384
661-295-7973
OR
STARS FORCE TRAILER (T-1) (SOUTH)
11515 S. COLIMA RD, WHITTIER, CA 90604
323-307-8710-BC Office (No STARS #)**

- P.T. ATTIRE (SWEATS OR SHORTS)
- GUN BELT
- NO BOOTS ALLOWED

**TACTICS AND SURVIVAL
(B.C.)
1112 E. SHERIFF'S RD, LA 90063
(323) 881-3700**

- CLASS A OR B UNIFORMS ONLY. ANY OTHER UNIFORM WILL RESULT IN EXCLUSION FROM THE CLASS.
- GUN BELT
- WORKING FLASHLIGHT
- JACKETS NO LONGER PROVIDED BY TAS
- BRING YOUR OWN OR WEAR LONG SLEEVES UNDER UNIFORM FOR PROTECTION AGAINST SIMS ROUNDS
- *****ALL PERSONNEL MUST BRING THEIR ASSIGNED RADIOS TO TAS TRAINING**
-

June 30, 2020

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 AMENDMENT NUMBER TWO TO SCHOOL LAW ENFORCEMENT
SERVICES AGREEMENT FOR THE SCHOOL RESOURCE DEPUTY PROGRAM
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of Amendment Number Two (Amendment) to the School Law Enforcement Services Agreement (School Agreement) for the School Resource Deputy Program (Program) by and between the County and various school districts for the continued provision of law enforcement services on school campuses for an additional period of one year from July 1, 2020 through June 30, 2021.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached boilerplate Amendment to the School Agreement, which extends the term of the School Agreement for the second one-year extension option from July 1, 2020 through June 30, 2021.
2. Delegate authority to the Sheriff, or his designee, to execute Amendments to the School Agreements, substantially similar to the attached boilerplate Amendment, with the various school districts to extend the term of the School Agreements for the second one-year extension option from July 1, 2020 through June 30, 2021.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve the boilerplate Amendment to the School Agreement and delegate authority to the Sheriff, or his designee, to execute Amendments with various school districts to extend the term of the School Agreements for the second one-year extension option from July 1, 2020 through June 30, 2021. On May 30, 2017, the Board approved the School Agreements for an initial term of two years with three one-year extension options. On June 18, 2019, the Board approved Amendment Number One to the School Agreements. Amendment Number One expires on June 30, 2020, with two one-year extension options remaining.

The Department's Program has provided dedicated enforcement services to various schools within the County for approximately 22 years. Currently 18 districts participate in the Program. The Program includes 1 sergeant, 1 bonus deputy, and 40 deputy sheriff generalists from 12 different patrol stations.

Implementation of Strategic Plan Goals

The Amendment is consistent with the County's Strategic Plans: Goal 1 - Operational Effectiveness; Goal 2 - Children, Family, and Adult Well-Being; Goal 3 - Community and Municipal Services, and Goal 5 - Public Safety, by effectively opening avenues of communication between the school's administration, faculty, student body, the community, the Department, and emergency services. This Amendment enables deputies to provide necessary resources to handle problems unique to school campuses.

Deputies assist the schools with the implementation of programs designed to help prevent school violence, provide a safe learning environment, and provide public safety. Deputies coordinate and train with patrol stations, the fire department, and school administrators on a regular basis to prepare for a number of possible disasters including natural disasters, campus violence, and terrorism.

FISCAL IMPACT/FINANCING

Under the terms of the Agreements, the school districts will pay the Department for law enforcement services at the prevailing annual billing rates determined by the Auditor-Controller, pursuant to the policies adopted by the Board.

Fiscal Year (FY) 2020-21 aggregate estimates for the Program are \$8,790,670. Revenues will be collected from the school districts in the form of monthly payments that are equivalent to one-twelfth of the annual contract sum.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The school districts currently contracted with the County desire to continue participation in the Program.

The Amendments will extend the term of the School Agreements for a period of one year from July 1, 2020 through June 30, 2021, unless sooner terminated or extended. Either party may terminate a School Agreement with or without cause with ten days advance written notice. The billing rates are subject to change on July 1, of each year pursuant to any cost adjustments determined by the Auditor-Controller.

The attached boilerplate Amendment has been approved as to form by County Counsel.

School Resource Deputy Program related statistical codes have been implemented Countywide and are regularly monitored for consistency in use. Specific input masks were fully implemented, allowing School Resource Deputies (SRD) to input specific demographic information and collect requested data. The training curriculum for SRD was finalized, approved, and implemented. Last summer, all SRD personnel attended a 40 hour standardized course of instruction for SRD, as well as a 16 hour Enhanced Active Shooter training course. The same standardized training will be provided to all newly assigned SRD personnel. SRD personnel were familiarized with threat assessment and reporting procedures, as well as the Education Site Security and Information Sharing (ESSIS) system, which stores school safety plans and diagrams for access by first responders, in the event of an emergency.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This request is an option term extension of existing School Agreements and will have no impact on current unincorporated area services.

The Honorable Board of Supervisors
June 30, 2020
Page 4

CONCLUSION

Upon approval by the Board, please provide two certified copies to the Department's Contract Law Enforcement Bureau.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

DRAFT

AV:SVE:BCA:rs
(Contract Law Enforcement Bureau)

- c: Board of Supervisors, Justice Deputies
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Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
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Sergio V. Escobedo, Captain, Contract Law Enforcement Bureau (CLEB)
Bryan C. Aguilera, Lieutenant, CLEB
Vanessa C. Chow, Sergeant, ASD
Rudy Sanchez, Sergeant, CLEB
Erica M. Saavedra, Deputy ASD
Adam R. Wright, Deputy, ASD
(Contract Law - School Resource Deputy Program Law Enforcement Services 06-30-20)

**AMENDMENT NUMBER TWO
TO
SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT
FOR SCHOOL RESOURCE DEPUTY PROGRAM
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CONTRACTING SCHOOL**

This Amendment Number Two to School Law Enforcement Services Agreement for School Resource Deputy Program ("Agreement") is entered into this ____ day of _____, 20____, by and between the County of Los Angeles ("County") and CONTRACTING SCHOOL ("School"), effective upon execution by both parties.

RECITALS

- (a) Whereas, on _____, the County and the School entered into the Agreement for the provision of school law enforcements services by the Los Angeles County Sheriff's Department for School Resource Deputy Program services; and
- (b) Whereas, the Agreement had an initial term from July 1, 2017 through June 30, 2019 with three additional one-year extension options, subject to prior approval by the County Board of Supervisors; and
- (c) Whereas, on _____, the County and the School entered into Amendment Number One to the Agreement to extend the term of the Agreement for the first one-year option from July 1, 2019 through June 30, 2020, and to update the mutual indemnification language; and
- (d) Whereas, the Agreement expires on June 30, 2020; and
- (e) Whereas, the County and the School agree to extend the term of the Agreement for the second one-year extension option from July 1, 2020 through June 30, 2021.

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

1. Section 6.0, Term of Agreement, of the Agreement is deleted in its entirety and replaced as follows to extend the term of the Agreement for the second one-year extension option from July 1, 2020 through June 30, 2021:

6.0 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall commence July 1, 2017 and shall remain in effect through June 30, 2021, unless sooner terminated or extended in whole or in part as provided for herein.
 - 6.2 The term of this Agreement may be extended by the parties for up to one (1) additional one-year period, at the parties' discretion, and subject to prior approval of the County Board of Supervisors. Any such extensions shall be in the form of a written Amendment executed by authorized representatives of the parties.
3. Except as expressly provided in this Amendment Number Two, all other terms, covenants, and conditions of the Agreement will remain the same and in full force and effect.
4. The School represents and warrants that the person executing this Amendment Number Two for the School is an authorized agent who has actual authority to bind the School to each and every term, condition, and obligation of this Amendment Number Two and that all requirements of the School have been fulfilled to provide such authority.

**AMENDMENT NUMBER TWO
TO
SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT
FOR SCHOOL RESOURCE DEPUTY PROGRAM
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CONTRACTING SCHOOL**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Amendment to be executed by the Sheriff of Los Angeles County, and the School has caused this Agreement to be executed on its behalf by its authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By _____
Alex Villanueva, Sheriff

Date _____

CONTRACTING SCHOOL

By _____
Authorized designee name and title

Date _____

APPROVED AS TO FORM:

MARY C. WICKHAM

County Counsel

By Michele Sachson (sc)
Principal Deputy County Counsel

June 30, 2020

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:

**APPROVE EXTENSION AND UPDATES TO THE MODEL MEMORANDUM
OF UNDERSTANDING FOR EDUCATION SERVICES FOR ADULT
OFFENDERS IN LOS ANGELES COUNTY JAILS
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval to extend the Model Memorandum of Understanding (Model MOU) for Education Services for Adult Offenders in the Los Angeles County Jails (Education Services) from July 31, 2020 through July 30, 2021, plus one-year options to extend the Model MOU thereafter. The Department also seeks approval for the Sheriff, or his designee, to execute the option periods if in the best interest of the County. The Education Services will continue to be provided at no cost to the County.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the extension of the Model MOU for Education Services for the period from July 31, 2020 through July 30, 2021, with one-year option periods to extend the term of the Model MOU annually thereafter.
2. Delegate authority to the Sheriff, or his designee, to execute MOU's substantially similar to the attached extended and updated Model MOU with the current contractors and other qualified contractors, at no cost to the County, commencing on July 31, 2020, and thereafter.

3. Delegate authority to the Sheriff, or his designee, to execute Amendments and Change Orders to any MOU as set forth throughout the MOU, including Amendments and Change Orders to: (1) add new or revised standard County contract provisions adopted by the Board as required periodically, including all applicable documents; (2) exercise option periods of the MOU in accordance with Subparagraph 4.2 of the MOU; and (3) effectuate an assignment of rights or delegation of duties pursuant to the assignment and delegation/mergers or acquisitions provision.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will allow uninterrupted delivery of Education Services in the County jails (Jails) with current contractors and other potential qualified contractors.

Education Services are currently provided through MOUs with San Francisco Sheriff's Department's Five Keys Charter School, Family First Charter School, New Opportunities Charter School, and Santa Clarita Community College District, College of the Canyons.

The Department is continually seeking to establish MOUs with school districts, K-12 education institutions, adult education institutions, charter schools, County Office of Education, career and technical colleges, community colleges, universities, and other educational institutions that can provide education courses for inmates in the jails. These courses include, but are not limited to, literacy, English as a second language, adult basic education, life skills, vocational training, high school level courses, high school diploma, and community college courses.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan, Strategy 1.3 – Reform Service Delivery Within Our Justice Systems and Strategy III.3, - Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by allowing the Department to provide various programs to inmates to reduce the risk of recidivism, support successful re-entry into our communities, and enable inmates to receive appropriate Education Services at no cost to the County.

FISCAL IMPACT/FINANCING

Educational Services will continue to be provided at no cost to the County. The instructors' salaries and benefits, administrative costs, and all other costs associated with contractors' provision of Education Services shall be borne by the contractors through outside funding (e.g., Average Daily Attendance reimbursement, independent grant funding) or by direct funding from the individual contractor.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Title 15 of the California Code of Regulations, Section 1061 (Title 15) states the facility administrator of any Type II or III facility shall plan and shall request of appropriate public officials an inmate education program. When such services are not made available by the appropriate public officials, then the facility administrator shall develop and implement an education program with available resources. Such a plan shall provide for the voluntary academic and/or vocational education of both sentenced and non-sentenced inmates. Reasonable criteria eligibility shall be established, and an inmate may be excluded or removed from any class based on sound security practices or failure to abide by facility rules and regulations.

Under the Model MOU, contractors provide academic, vocational, and/or life skill programs to inmates in the jails at no cost to the County. The attached Model MOU includes updated and additional County provisions. The existing Request for Statement of Interest solicitation will remain open until the needs of the Department are met.

The Model MOU requires mutual indemnification and contains all County standard provisions. Either party may terminate the MOU with or without cause by giving no less than 60 calendar days advance written notice to the other party.

County Counsel has reviewed and approved the attached Model MOU as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will allow the Department to remain in compliance with Title 15 mandates to make educational programs available to inmates in the jails.

The Honorable Board of Supervisors
June 30, 2020
Page 4

CONCLUSION

Upon Board approval, please return two adopted copies of the Board Letter to the Department's Contracts Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

DRAFT

AV:ARV:arv
(Fiscal Administration-Contracts Unit)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Sachi A. Hamai, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Lead Analyst, CEO
Anna Petrosyan, Analyst, CEO
Mary C. Wickham, County Counsel
Michele Jackson, Principal Deputy County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
John P. Burcher, A/Chief of Staff
Conrad Meredith, Division Director, ASD
Kelly M. Porowski, Chief, Custody Services Division Specialized Programs
Glen C. Joe, Assistant Division Director, ASD
Rick M. Cavataio, Director, Fiscal Administration, ASD
Kim L. Unland, Captain, Inmate Services Bureau
Dave E. Culver, Assistant Director, Fiscal Administration, Contracts Unit
Dave M. Pittack, Lieutenant, Inmate Services Bureau
Vanessa C. Chow, Sergeant, ASD
Irma Santana, Contracts Manager, Fiscal Administration, Contracts Unit
Erica M. Saavedra, Deputy, ASD
Adam R. Wright, Deputy, ASD
Abby Valdez, Senior Contract Analyst, Contracts Unit
(Contracts – Education Services 06-30-20)

ATTACHMENT I

MODEL MEMORANDUM OF UNDERSTANDING



MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

AND

[_____]

FOR

**EDUCATION SERVICES FOR ADULT OFFENDERS
IN LOS ANGELES COUNTY JAILS**

REVISED JULY 31, 2020

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**MEMORANDUM OF UNDERSTANDING
FOR
EDUCATION SERVICES FOR ADULT OFFENDERS
IN LOS ANGELES COUNTY JAILS**

This Memorandum of Understanding (MOU) is made and entered into this ____ day of _____, 202_ by and between County of Los Angeles (County) and _____ (Contractor) to provide Education Services for Adult Offenders in Los Angeles County Jails.

RECITALS

WHEREAS, one mission of the Los Angeles County Sheriff's Department (Department) is to create a culture and system of incarceration in the Department jail system (County Jails or Custody Facilities) that encourages short-term and life-long learning, and reduces recidivism by increasing the educational, civic, social, economic, life skills and engagement of inmate participants; and

WHEREAS, County, through the Department, desires to enter into this MOU for the provision of inmate education services in County Jails; and

WHEREAS, the Department does not employ qualified personnel to provide the desired inmate education services; and

WHEREAS, Contractor represents that it possesses the necessary skills, knowledge, and competence to provide inmate education services in County Jails; and

WHEREAS, this MOU is therefore authorized under California Government Code Sections 31000 and 23015 and otherwise which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, County Board of Supervisors has authorized the Sheriff or designee to execute and/or administer this MOU.

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

1.0 SCOPE OF SERVICES

- 1.1 Contractor shall provide education services to inmates in County Jails as required in this MOU, including Exhibit A (Statement of Work).
- 1.2 Contractor agrees to provide any or all academic, vocational, and life skills programs listed in Exhibit B (Academic, Vocational and Life Skills Programs) of this MOU to inmates incarcerated in County Jails listed in Exhibit C (County Jail Facilities) of this MOU.

- 1.3 Contractor shall fully perform, complete, and deliver on time all tasks, deliverables, services, and other work as required herein.
- 1.4 Contractor shall provide all education services required herein at no cost to County. County will not provide funding to Contractor in exchange for the education services. All instructor salaries and benefits, administrative costs, and all other costs associated with providing the education services shall be borne solely by Contractor and may be offset through outside funding (i.e. Average Daily Attendance reimbursement, independent grant funding, etc.).

2.0 ADMINISTRATION OF MOU-COUNTY

2.1 County Program Director:

Kimberly L. Unland, Captain
Los Angeles County Sheriff's Department
Inmate Service Bureau/Education Based Incarceration
Sherman Block Building
4700 West Ramona Boulevard, Room 330
Monterey Park, California 91754
Phone (323) 526-5310
Fax (323) 415-4392
Email: klunland@lasd.org

2.2 Responsibilities of County Program Director include but are not limited to:

- 2.2.1 Ensuring that the objectives of this MOU are met; and
- 2.2.2 Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

2.3 County Program Manager:

Kelly L. Adler, Lieutenant
Los Angeles County Sheriff's Department
Inmate Services Bureau/Education Based Incarceration
Sherman Block Building
4700 West Ramona Boulevard, Room 330
Monterey Park, California 91754
Phone (323) 526-5302
Email: kadler@lasd.org

2.4 Responsibilities of County Program Manager include but are not limited to:

- 2.4.1 Overseeing the day-to-day administration of this MOU; and

- 2.4.2 Acting as central point of contact for County; and
- 2.4.3 Meeting with Contractor Program Manager on a regular basis; and
- 2.4.4 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.
- 2.5 County Program Manager or designee is not authorized to make any changes in any of the terms and conditions of this MOU and is not authorized to further obligate County in any respect whatsoever.
- 2.6 **Consolidation of Duties**

County reserves the right to consolidate the duties of the County Program Director, whose duties are enumerated in Subparagraph 2.2 (Responsibilities of County Program Director), and the duties of the County Program Manager, whose duties are enumerated in Subparagraph 2.4 (Responsibilities of County Program Manager), into one County position, and to assign all such duties to one individual who will act as the County's liaison in all matters relating to this MOU. County will notify Contractor no later than five (5) business days prior to exercising its rights pursuant to this Subparagraph 2.6 (Consolidation of Duties).
- 2.7 County shall notify Contractor in writing of any change in County Program Director or Manager in accordance with Subparagraph 12.1.1 of this MOU.

3.0 ADMINISTRATION OF MOU-CONTRACTOR

- 3.1 Contractor Program Manager:
 - Name and Title
 - Street Address and Unit#
 - City, State and Zip Code
 - Phone number
 - Fax number
 - Email address
- 3.2 Responsibilities of Contractor Program Manager include but are not limited to:
 - 3.2.1 Overseeing the day-to-day activities of this MOU; and
 - 3.2.2 Ensuring Contractor's performance of all work required under this MOU; and
 - 3.2.3 Ensuring Contractor's compliance with all terms and conditions of this MOU; and

3.2.4 Meeting with County Program Manager on a regular basis, as requested by County.

3.3 Contractor shall notify County in writing of any change in Contractor Program Manager in accordance with Subparagraph 12.1.1 of this MOU.

4.0 TERM

4.1 The term of this MOU shall commence on July 31, 2020, or upon execution by the Sheriff or designee, whichever is later, and shall terminate on July 30, 2021, unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 The County shall have the sole option to extend the term of this MOU for additional one-year option periods. Each such option period may be exercised at the sole discretion of the Sheriff in accordance with Subparagraph 12.1.4 of this MOU.

4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a MOU term option period.

4.4 Contractor shall notify the Department when this MOU is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Manager.

5.0 TERMINATION

5.1 Either party may terminate this MOU with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.

5.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

6.0 BACKGROUND AND SECURITY INVESTIGATIONS

6.1 Each of Contractor's staff performing services under this MOU who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this MOU. Such background investigation must be obtained through fingerprints submitted to the California Department of

Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information and a security clearance as specified in Subparagraph 5.11 (Security Clearance for Custody Facilities) of Exhibit A (Statement of Work) of this MOU. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 6.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under this MOU at any time during the term of this MOU. County will not provide to Contractor or to Contractor's staff any information obtained through County's background investigation.
- 6.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such background investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 6.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 6.0 (Background and Security Investigations) or Subparagraph 5.11 (Security Clearance for Custody Facilities) of Exhibit A (Statement of Work) shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this MOU.

7.0 CONFIDENTIALITY

- 7.1 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.
- 7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.0, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.0 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.

- 7.3 Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this MOU.
- 7.4 Contractor shall sign and adhere to the provisions of Exhibit H1 (Contractor Acknowledgement and Confidentiality Agreement) of this MOU.
- 7.5 Contractor shall cause each employee performing services covered by this MOU to sign and adhere to the provisions of Exhibit H2 (Contractor Employee Acknowledgement and Confidentiality Agreement) of this MOU.
- 7.6 Contractor shall cause each non-employee performing services covered by this MOU to sign and adhere to the provisions of Exhibit H3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement) of this MOU.

8.0 INDEMNIFICATION

- 8.1 Contractor shall indemnify, defend and hold harmless 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 MOU, except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnitees.

9.0 INSURANCE

9.1 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this MOU and until all of its obligations pursuant to this MOU have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraph 9.1 (General Provisions for All Insurance Coverage) and 9.2 (Insurance Coverage) of this MOU. 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 MOU. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this MOU.

9.1.1 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 Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this MOU.
- Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. 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 MOU 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 Contractor identified as the contracting party in this MOU. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) 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 County's failure to obtain, nor 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 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:

Los Angeles County Sheriff's Department
Fiscal Administration - Contract Compliance Unit
Hall of Justice
211 West Temple Street, 6th Floor
Los Angeles, California 90012

Attention: Contract Monitoring Manager

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 MOU, and could result in the filing of a claim or lawsuit against Contractor and/or County.

9.1.2 Additional Insured Status and Scope of Coverage

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 County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed 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.

9.1.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) calendar days in advance of cancellation for non-payment of premium and thirty (30) calendar days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the MOU, in the sole discretion of County, upon which County may suspend or terminate this MOU.

9.1.4 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 MOU, upon which County immediately may withhold other payments due to Contractor, and/or suspend or terminate this MOU. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, 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.

9.1.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

9.1.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this MOU, 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.

9.1.7 Waivers of Subrogation

To the fullest extent permitted by law, 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 MOU. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9.1.8 Subcontractor Insurance Coverage Requirements

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

9.1.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects 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.

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

9.1.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

9.1.12 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.

9.1.13 Alternative Risk Financing Programs

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. County and its Agents shall be designated as an Additional Covered Party under any approved program.

9.1.14 County Review and Approval of Insurance Requirements

County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

9.2 Insurance Coverage

9.2.1 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

- 9.2.2 **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 MOU, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 9.2.3 **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 County as the Alternate Employer. 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. 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.
- 9.2.4 **Sexual Misconduct Liability** insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature
- 9.2.5 **Professional Liability/Errors and Omissions** insurance covering Contractor's liability arising from or related to this MOU, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this MOU's expiration, termination or cancellation.

10.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

- 10.1 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 Contractor's work under this MOU. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.
- 10.2 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, 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.
- 10.3 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 Contractor, in a manner for which the questioned product was not designed nor intended.

11.0 NOTICES

- 11.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this MOU 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 at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party. County Program Director or designee shall have the authority to issue all notices or demands required or permitted by County under this MOU.

11.2 Notices to County shall be addressed as follows:

Los Angeles County Sheriff's Department
Inmate Services Bureau
4700 West Ramona Boulevard, Room 330
Monterey Park, California 91754
Attention: Kimberly L. Unland, Captain

With a copy to:

Los Angeles County Sheriff's Department
Assistant Director, Contracts Unit
Hall of Justice
211 West Temple Street, 6th Floor
Los Angeles, California 90012

11.3 Notices to Contractor shall be addressed as follows:

CONTRACTOR INFO
NAME
ADDRESS
FAX
EMAIL

12.0 STANDARD TERMS AND CONDITIONS

12.1 AMENDMENTS AND CHANGE ORDERS

No representative of either County or Contractor, including those named in this MOU, is authorized to make any changes in any of the terms, obligations, or conditions of this MOU, except through the procedures set forth in this Subparagraph 12.1 (Amendments and Change Orders). County reserves the right to change any portion of the services required under this MOU, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

12.1.1 For any change which does not materially affect the scope of services, period of performance, or any other term or condition included under this MOU, a Change Order shall be executed by County Program Director or County Program Manager and Contractor.

12.1.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the MOU during the term of this MOU. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such

changes, an Amendment to this MOU shall be executed by Contractor and Sheriff or designee.

- 12.1.3 For any change that materially affects the scope of services, period of performance, or any other term or condition included under this MOU, an Amendment to this MOU shall be executed by the County Board of Supervisors or designee and Contractor.
- 12.1.4 Notwithstanding Subparagraph 12.1.3 above, for (1) any option term extension of this MOU, (2) modifications pursuant to Subparagraph 12.2 (Assignment and Delegation/Mergers or Acquisitions) of this MOU, (3) modifications to delete Academic, Vocational, and/or Life Skills Programs, instructors, or Custody Facilities and (4) modifications to add Academic, Vocational, and/or Life Skills Programs, instructors, or Custody Facilities, an Amendment to this MOU shall be executed by Contractor and Sheriff or designee.

12.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 12.2.1 Contractor shall notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 12.2.2 Contractor shall not assign its rights or delegate its duties under this MOU, or both, whether in whole or in part, without the prior consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to the MOU, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this MOU shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against County.
- 12.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have herein. 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 MOU, such disposition is an assignment

requiring the prior written consent of County in accordance with applicable provisions of this MOU.

- 12.2.4 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than 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 MOU which may result in the termination of this MOU. 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.

12.3 AUTHORIZATION WARRANTY

Contractor represents and warrants that the person executing this MOU for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this MOU and that all requirements of Contractor have been fulfilled to provide such actual authority.

12.4 COMPLIANCE WITH APPLICABLE LAWS

- 12.4.1 In the performance of this MOU, 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 MOU are hereby incorporated herein by reference.
- 12.4.2 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, students, 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 Subparagraph 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.

12.5 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

12.5.1 Jury Service Program:

This MOU is subject to the provisions of 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 F (Jury Service Ordinance and Certification Form and Application for Exception) incorporated by reference into and made part of this MOU.

12.5.2 Written Employee Jury Service Policy:

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service. If Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then Contractor must so indicate in the Certification Form and Application for Exception, attached as Exhibit F (Jury Service Ordinance and Certification Form and Application for Exception) of this MOU, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining contract, if applicable. Upon reviewing Contractor's application, County will determine, in its sole discretion, whether Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. County's decision will be final.
2. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a

contract with 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 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 County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this MOU, the Subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to this MOU.

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

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

Should Contractor require additional or replacement personnel after the effective date of this MOU to perform the services set forth herein,

Contractor shall give 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 MOU.

12.7 CONSIDERATION OF HIRING GAIN-GROW PARTICIPANTS

12.7.1 Should Contractor require additional or replacement personnel after the effective date of this MOU, Contractor shall give consideration for any such employment openings to participants in County 's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN-GROW job candidates.

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

12.8 CONTRACTOR RESPONSIBILITY AND DEBARMENT

12.8.1 A 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 MOU. It is County's policy to conduct business only with responsible Contractors.

12.8.2 Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this MOU or other agreements which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this MOU, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County agreements 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 agreements, and terminate any or all existing agreements Contractor may have with County .

12.8.3 Non-responsible Contractor

County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of an agreement with County or a nonprofit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform an agreement with County or any other public entity, or a nonprofit corporation created by 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 County or any other public entity.

12.8.4 Contractor Hearing Board

If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

12.8.4.1 Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. 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.

12.8.4.2 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of 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.

12.8.4.3 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 years,

submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that 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 County.

12.8.4.4 Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; (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, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, 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 Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

12.8.4.5 Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. 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 Contractor Hearing Board.

12.8.5 Subcontractors of Contractor

These terms shall also apply to Subcontractor of County Contractors.

12.9 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster, in Exhibit E (Safely Surrendered Baby Law), in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business attached as Exhibit E (Safely Surrendered Baby Law) of this MOU. Information and posters for printing are available at www.babysafela.org.

12.10 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

12.10.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County agreements are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

12.10.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this MOU to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this MOU, 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 ("CSSD") 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).

12.11 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYISTS ORDINANCE

Contractor and each County Lobbyist or County Lobbying Firm as defined in Los Angeles County Code Section 2.160.010 retained by the Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code, Chapter 2.160. Failure on the part of Contractor or any County Lobbyist, or County Lobbying Firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this MOU, upon which County may in its sole discretion, immediately terminate or suspend this MOU.

12.12 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent(s) will monitor Contractor's performance under this MOU on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all MOU terms and conditions and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of the MOU in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board of Supervisors will include improvement/ corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this MOU or impose other penalties as specified in this MOU.

12.13 GOVERNING LAW, JURISDICTION, AND VENUE

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

12.14 INDEPENDENT CONTRACTOR STATUS

12.14.1 This MOU is by and between County and 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 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.

12.14.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this MOU all compensation and benefits. 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.

12.14.3 Contractor understands and agrees that all persons performing work pursuant to this MOU are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. 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 Contractor pursuant to this MOU.

- 12.14.4 Contractor shall adhere to the provisions stated in Paragraph 7.0 (Confidentiality).

12.15 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 12.15.1 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.
- 12.15.2 Contractor shall certify to, and comply with, the provisions of Exhibit J (Contractor's EEO Certification) of this MOU.
- 12.15.3 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.
- 12.15.4 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.
- 12.15.5 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 MOU or under any project, program, or activity supported by this MOU.
- 12.15.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 12.15 when so requested by County.

12.15.7 If County finds that any provisions of this Subparagraph 12.15 have been violated, such violation shall constitute a material breach of this MOU upon which County may terminate or suspend this MOU. While County reserves the right to determine independently that the anti-discrimination provisions of this MOU have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this MOU.

12.15.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this MOU, 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 MOU.

12.16 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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 1015.

12.17 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit E (Safely Surrendered Baby Law) of this MOU. Additional information is available at www.babysafela.org for printing purposes.

12.18 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible on this MOU.

12.19 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

12.19.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through MOUs and/or contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

12.19.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the MOU to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this MOU maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

12.20 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph 12.19 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) of this MOU shall constitute a default by Contractor under this MOU. Without limiting the rights and remedies available to County under any other provision of this MOU, failure by Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this MOU and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

12.21 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

12.21.1 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.

12.21.2 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 MOU will maintain compliance, with Los Angeles County Code Chapter 2.206.

12.22 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 Subparagraph 12.21 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this MOU. Without limiting the rights and remedies available to County under any other provision of this MOU, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this MOU pursuant to Subparagraph 12.23 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

12.23 TERMINATION FOR DEFAULT

12.23.1 County may, by written notice to Contractor, terminate the whole or any part of this MOU, if, in the judgment of County Program Director:

12.23.1.1 Contractor has materially breached this MOU; or

12.23.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this MOU; or

12.23.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this MOU, or of any obligations of this MOU and in either case, fails to demonstrate convincing progress toward a cure within five (5) business days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

12.23.2 In the event that County terminates this MOU in whole or in part as provided in Subparagraph 12.23.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of

this MOU to the extent not terminated under the provisions of this Subparagraph.

12.23.3 If, after County has given notice of termination under the provisions of this Subparagraph 12.23 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this Subparagraph (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 12.24 (Termination for Convenience) of this MOU.

12.23.4 The rights and remedies of County provided in this Subparagraph 12.23 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this MOU.

12.24 TERMINATION FOR CONVENIENCE

12.24.1 Termination for Convenience

This MOU may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of work hereunder shall be effected by delivery to Contractor of a notice of termination 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 thirty (30) calendar days after notice is sent.

12.24.2 No Prejudice; Sole Remedy

Nothing in this Subparagraph 12.24 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against County in accordance with this MOU and applicable law and County procedures for payment for work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Subparagraph 12.24.2 (No Prejudice; Sole Remedy) shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Subparagraph 12.24 (Termination for Convenience) by County.

12.25 TERMINATION FOR IMPROPER CONSIDERATION

12.25.1 County may, by written notice to the Contractor, immediately terminate the right of Contractor to proceed under this MOU 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 MOU or securing favorable treatment with respect to the award, amendment or extension of the MOU or the making of any determinations with respect to Contractor's performance pursuant to this MOU. 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 the Contractor.

12.25.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

12.26 VALIDITY

If any provision of this MOU or the application thereof to any person or circumstance is held invalid, the remainder of this MOU and the application of such provision to other persons or circumstances shall not be affected thereby.

12.27 WAIVER

No waiver by County of any breach of any provision of this MOU shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this MOU shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 12.27 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this MOU.

12.28 TIME OFF FOR VOTING

Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) calendar days before every statewide election, every Contractor and Subcontractors shall keep posted conspicuously as the place of work, if practicable, or elsewhere where it can be seen as employees come or go in their place of work, a notice setting forth the provisions of Section 14000.

12.29 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

- 12.29.1 Contractor acknowledges that County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- 12.29.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, County shall require that Contractor or member of Contractor's staff be removed immediately from performing services under this MOU. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 12.29.3 Disqualification of any member of a Contractor's staff pursuant to this Subparagraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this MOU.

12.30 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

- 12.30.1 Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Subparagraph of the MOU may constitute a material breach of the MOU. In the event of such material breach, County may, in its sole discretion, terminate the MOU. However, Contractor is only bound by this Subparagraph 12.30 to the extent that this Subparagraph 12.30 does not contradict State law, a preexisting Collective Bargaining Agreement or Contractor's Personnel Commission requirements.
- 12.30.2 Contractor's certification of compliance is attached as Exhibit I (Compliance with Fair Chance Employment Hiring Practices Certification) of this MOU.

12.31 SUBCONTRACTING

- 12.31.1 The requirements of this MOU may not be subcontracted by Contractor **without the advance approval of County**. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this MOU.
- 12.31.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
 - 12.31.2.1 A description of the work to be performed by the Subcontractor;

- 12.31.2.2 A draft copy of the proposed subcontract; and
- 12.31.2.3 Other pertinent information and/or certifications requested by County.
- 12.31.3 Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
- 12.31.4 Contractor shall remain fully responsible for all performances required of it under this MOU, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 12.31.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this MOU. Contractor is responsible to notify its Subcontractors of this County right.
- 12.31.6 County Program Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for their files.
- 12.31.7 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 County's consent to subcontract.
- 12.31.8 Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

Los Angeles County Sheriff's Department
Contract Compliance Unit
Hall of Justice
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Attention: Contract Compliance Manager

12.32 COMPLIANCE WITH COUNTY POLICY OF EQUITY

Contractor acknowledges that County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees, and its Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its Subcontractors to uphold County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

12.33 COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (PREA) OF 2003, ZERO TOLERANCE FOR SEXUAL ABUSE AND SEXUAL HARRASMENT

12.33.1 Contractor acknowledges that the Department has a zero tolerance policy for sexual abuse and sexual harassment of inmates pursuant to the Prison Rape Elimination Act of 2003 (PREA) at 34 U.S.C. 30301 et. seq.

12.33.2 Training

Contractor acknowledges that any person employed by or acting on behalf of Contractor that enters a Department facility must be trained on their responsibilities under the Department's zero tolerance policy, including their own duty to report any knowledge, suspicion, or information regarding an incident of sexual abuse or sexual harassment immediately to Department custody staff.

12.33.3 Background Requirements

12.33.3.1 Contractor shall not assign any individual to the Department who may have contact with Department inmates who:

- (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution, under the definitions in the PREA Standards for Prisons and Jails; or

- (2) Has been convicted, or civilly or administratively adjudicated of engaging or attempting to engage in sexual activity in the community, facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse.

12.33.3.2 Contractor shall disclose to the Department any incidents of sexual harassment by any individual who may have contact with Department inmates.

12.33.3.3 Contractor acknowledges that the Department will perform an initial criminal background records check in accordance with Paragraph 6.0 (Background and Security Investigations) of this MOU on any person employed by or acting on behalf of Contractor who may have contact with inmates before that individual begins working in any capacity in which the individual may have contact with inmates. Any person employed by or acting on behalf of Contractor who will or may have any contact with inmates will also be subject to criminal background checks every five (5) years.

12.33.4 Continuing Obligations

Contractor acknowledges that it shall immediately notify the Department if any employee or agent is criminally or civilly charged with or convicted of sexual assault, sexual battery, sexual abuse, or any other sexual-related offense.

12.34 COMPLIANCE WITH CIVIL RIGHTS LAWS

12.34.1 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 MOU or under any project, program, or activity supported by this MOU.

12.34.2 Contractor's certification of compliance is attached as Exhibit J (Contractor's EEO Certification) of this MOU.

12.35 PUBLIC RECORDS ACT

- 12.35.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subparagraph 12.36 (Record Retention and Inspection/Audit Settlement) of this MOU; as well as those documents which were required to be submitted in response to the Request for Statement of Interest (RFSI) used in the solicitation process for this MOU, become the exclusive property of 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". 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.
- 12.35.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOI marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

12.36 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 12.36.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this MOU in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this MOU. Contractor agrees that 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 MOU. 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 Contractor and shall be made available to County during the term of this MOU and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 12.36.2 In the event that an audit of Contractor is conducted specifically regarding this MOU by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this MOU. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 12.36.3 Failure on the part of Contractor to comply with any of the provisions of this Subparagraph shall constitute a material breach of this MOU upon which County may terminate or suspend this MOU.
- 12.36.4 If, at any time during the term of this MOU or within five (5) years after the expiration or termination of this MOU, representatives of County may conduct an audit of Contractor regarding the work performed under this MOU, and if such audit finds that County's dollar liability for any such work is less than payments made by County to the Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this MOU or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to the Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this MOU exceed the funds appropriated by County for the purpose of this MOU.

12.37 NON EXCLUSIVITY

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

12.38 NOTICE OF DELAYS

Except as otherwise provided under this MOU, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this MOU, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

12.39 NOTICE OF DISPUTES

Contractor shall bring to the attention of County Program Manager and/or County Program Director any dispute between County and Contractor regarding the performance of services as stated in this MOU. If County Program Manager or County Program Director is not able to resolve the dispute, the Sheriff or designee shall resolve it.

12.40 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

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

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

12.41 FACSIMILE REPRESENTATIONS

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places pursuant to Subparagraph 12.1 (Amendments and Change Orders), and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this MOU, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

12.42 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless 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 Contractor's employees for which County may be found jointly or solely liable.

12.43 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

12.44 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Subparagraph 12.50 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or

the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

12.45 INTEGRATED PEST MANAGEMENT PROGRAM COMPLIANCE

- 12.45.1 Contractor acknowledges that the County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. Contractor shall certify to, and comply with, provisions of Exhibit K (Integrated Pest Management Program Compliance Certification) of this MOU, that Contractor has reviewed, understands, and will adhere to the County's IPM Program requirements as set forth in this Subparagraph 12.45 (Integrated Pest Management Program Compliance) and at: www.lacountyipm.org.
- 12.45.2 Contractor must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.
- 12.45.3 Employee training may be self-certified by Contractors, provided County has the ability to audit the training, and must include, at a minimum, the following:
- The potential for pesticide-related surface water toxicity;
 - Proper use, handling, and disposal of pesticides;
 - Least toxic methods of pest prevention and control, including IPM; and
 - Reduction of pesticide use.
- 12.45.4 All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/ Weights and Measures (ACWM). In addition to the mandatory monthly reporting requirement, Contractor shall provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year

(July 1 to June 30). For each pesticide, the summary shall include all of the following:

- Product trade name
- Active ingredient(s)
- EPA Registration Number
- Total amount used

The units reported shall be appropriate to the product (gallons, ounces, pounds, etc.).

12.46 FORCE MAJEURE

12.46.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this MOU, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, 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 Subparagraph as "force majeure events").

12.46.2 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 performances schedule. As used in this Subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

13.0 ENTIRE MOU

This MOU, including Exhibits A, B, C, D, E, F, G, H, I, J, and K, and all fully executed Amendments and Change Orders hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this MOU. No change to this MOU shall be valid unless prepared pursuant to Subparagraph 12.1 (Amendments and Change Orders) of this MOU and signed by both parties.

**MEMORANDUM OF UNDERSTANDING
FOR
EDUCATION SERVICES FOR ADULT OFFENDERS
IN LOS ANGELES COUNTY JAILS**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this MOU to be executed by the Sheriff of Los Angeles County or designee, and Contractor has caused this MOU to be executed by its duly authorized officer, on the dates written below.

COUNTY OF LOS ANGELES

By _____
ALEX VILLANUEVA, SHERIFF

Date _____

CONTRACTOR

By _____

Printed Name _____

Title _____

Date _____

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____ Approval on File
Michele Jackson
Principal Deputy County Counsel



RAY LEYVA
Interim Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242
(562) 940-2501



June 30, 2020

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 SUSAN SAXE-CLIFFORD, PH.D.,
ABPP, APC TO PROVIDE PROFESSIONAL PSYCHOLOGICAL SCREENING
AND EVALUATION SERVICES FOR THE COUNTY OF
LOS ANGELES PROBATION DEPARTMENT**

(ALL SUPERVISORIALS DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Probation Department (Probation) is requesting approval of a Contract with Susan Saxe-Clifford, Ph.D., ABPP, APC to provide Professional Psychological Screening and Evaluation Services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Chief Probation Officer or designee to prepare and execute a contract substantially similar to the attached standardized contract (Attachment) upon approval as to form by County Counsel, with Susan Saxe-Clifford, Ph.D., ABPP, APC to provide professional psychological screening and evaluation services for a one (1) year period commencing August 11, 2020 through August 10, 2021, for an estimated annual amount of \$400,000.
2. Delegate authority to the Interim Chief Probation Officer or designee to prepare and execute contract modifications to extend the contract term for up to six (6) additional one (1) year periods for an estimated annual amount of \$400,000, upon approval as to form by County Counsel.

3. Delegate authority to the Interim Chief Probation Officer or designee to prepare and execute modifications to the Contract for any decrease or increase not to exceed twenty-five (25%) percent of the fixed rates and one hundred eighty (180) days to the period of performance pursuant to the terms of the Contract and upon approval as to form by County Counsel.
4. Delegate authority to the Interim Chief Probation Officer or her designee to approve necessary changes to scope of service, non-material, technical, and administrative changes.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions is to authorize the Interim Chief Probation Officer or designee, to prepare, sign and execute the contract substantially similar to the attached contract with Susan Saxe-Clifford, Ph.D., ABPP, APC to provide professional psychological screening, assessment, and evaluation of Probation applicants and employees on an as-needed basis.

Probation requires a professional and highly skilled contractor with proven expertise in psychological services to screen, assess, and evaluate Probation applicants and employees, and provide unbiased results in a timely manner. The Contractor possesses a current license in the State of California as a psychologist, has extensive knowledge of the California State Board of Corrections guidelines and standards for Peace Officers, and has previous experience working with law enforcement agencies. The Contractor is familiar with the specific tasks, standards, and training procedures for Probation staff, as well as legislative requirements for justice agencies.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the County of Los Angeles Strategic Plan, Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III.1: Continually Pursue Development of Our Workforce.

FINANCIAL IMPACT/FINANCING

The estimated annual cost of the Contract is \$400,000. The Contract is fully funded by net County cost (NCC).

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS:

The initial term of the Contract shall be effective August 11, 2020 through August 10, 2021. This is an as-needed specialized service and therefore, 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 standardized contract contains the Board's required contract provisions including those pertaining to consideration of qualified county employees targeted for layoffs, as well as

qualified GAIN/GROW participants for employment openings, compliance with Jury Services Ordinance, Safely Surrendered Baby Law and the Child Support Program. In accordance with the Chief Executive Office memorandum dated July 19, 2002, the proposed contractors have been instructed to register on WebVen.

The County will not request the Contractor to perform services that exceed the Board-approved contract amount, scope of work or contract term. County Counsel has reviewed and approved the standardized contract as to form.

CONTRACTING PROCESS:

A comprehensive Request for Proposals (RFP) process was conducted. Probation released an RFP for Professional Psychological Screening and Evaluation Services on June 27, 2019. As part of the competitive solicitation process, forty (40) letters were sent to service providers and advertisements were placed in the Los Angeles Times and the Lynwood Journal. The solicitation information along with the RFP was also made available through the Internet on the County of Los Angeles Internal Services Department and the Probation websites. As a result of the solicitation process, eight (8) potential providers attended the Mandatory Proposer's Conference.

An evaluation committee was formed to evaluate two (2) proposals that passed the initial screening process. Financial subject-matter experts assessed the Proposer's financial viability to perform the work. The proposer, Susan Saxe-Clifford, Ph.D., ABPP, APC, was rated the highest ranked proposer to the RFP and is being recommended for contract award. There are no protests pending.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable Probation to continue professional psychological screening and evaluation services to Probation applicants and employees.

Respectfully submitted,

RAY LEYVA
Interim Chief Probation Officer

TH:YT:tn

Enclosure

c: Executive Officer
 Chief Executive Officer
 County Counsel



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SUSAN SAXE-CLIFFORD, PH.D., ABPP, APC

FOR

**PROFESSIONAL PSYCHOLOGICAL SCREENING AND
EVALUATION SERVICES**

AUGUST 11, 2020 – AUGUST 10, 2021

**CONTRACT PROVISIONS
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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
SUSAN SAXE-CLIFFORD, PH.D., ABPP, APC**

**FOR
PROFESSIONAL PSYCHOLOGICAL SCREENING AND
EVALUATION SERVICES**

This Contract ("Contract") made and entered into this ____ day of _____, 2020 by and between the County of Los Angeles, hereinafter referred to as County and Susan Saxe-Clifford, Ph.D., ABPP, APC, hereinafter referred to as "Contractor". Susan Saxe-Clifford, Ph.D., ABPP, APC is located at 16530 Ventura Boulevard, Suite 603, Encino, CA 91436.

RECITALS

WHEREAS, the County of Los Angeles Probation Department may Contract with private businesses for professional psychological screening and evaluation services (Professional Psychological Screening and Evaluation Services) when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Professional Psychological Screening and Evaluation Services; and

WHEREAS, the County through its Probation Officer, is authorized to Contract under California Governmental Code Section 31000.

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

1 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, G, G1, G2, H, I, N, P, R, S, T, and U are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Sheet

- 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 Acknowledgement 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 - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.15 Exhibit O - Intentionally Omitted
- 1.16 Exhibit P - Background Request Forms
- 1.17 Exhibit Q - Intentionally Omitted
- 1.18 Exhibit R - Defaulted Property Tax Reduction Program/Form
- 1.19 Exhibit S - Contract Discrepancy Report
- 1.20 Exhibit T - Confidentiality of CORI Information
- 1.21 Exhibit U - Performance Requirements Summary (PRS) Chart

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

2 DEFINITIONS

2.1 Standard Definitions:

2.1.1 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.

2.1.1.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

- 2.1.1.2 **Contract:** This agreement executed between the County and the Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.1.4 **Contractor's Project Director:** The person designated by the Contractor to administer the Contract operations after the Contract award.
- 2.1.1.5 **County's Contract Manager:** Person designated by the County with authority for the County on contractual or administrative matters relating to the Contract.
- 2.1.1.6 **County's Contract Monitor:** Person designated by the County to monitor the Contract and provide reports to the County's Contract Manager and the County's Program Manager.
- 2.1.1.7 **County's Program Manager:** Person designated by the County to manage the daily operations under this Contract.
- 2.1.1.8 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.9 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.10 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Contract services.
- 2.1.1.11 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.1.12 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in

furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

3 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 herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a one (1) year period commencing August 11, 2020 through August 10, 2021, unless sooner 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 six (6) additional one (1) year periods for a maximum total Contract term of seven (7) 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.
- 4.3 The County maintains databases that track/monitor the Contractor's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.
- 4.4 The Contractor shall notify the County of Los Angeles Probation Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County of Los Angeles Probation Department at the address herein provided in Exhibit E (County's Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The Contract fee under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for supplying all services under this Contract consistent with the cost listed in Exhibit B (Pricing Sheet). The annual Contract sum, inclusive of all applicable taxes, is estimated at **\$400,000** for the term of the Contract and each subsequent twelve (12) month option periods. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein.

The Contractor shall submit monthly invoices for actual services provided by the Contractor under this Contract consistent with Exhibit B (Pricing Sheet). The Contractor shall retain all relevant supporting documents and make them available to the County at any time for audit purposes. Invoices shall be specific as to the services provided.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

5.3.1 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Probation Department at the address herein provided in Exhibit E (County's Administration).

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

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

5.5 Invoices and Payments

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

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Sheet).

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

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

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

**Human Resources Manager
County of Los Angeles Probation Department
9150 East Imperial Highway, Room P-73
Downey, California 90242**

5.5.6 County Approval of Invoices

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

5.5.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business enterprises (LSBEs) will receive prompt payment for services they provide to the County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 Intentionally Omitted

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT – COUNTY

6.1 County Administration

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

6.2 County's Contract Manager

6.2.1 The role of the County's Contract Manager may include:

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

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

6.3 County's Program Manager

6.3.1 The role of the County's Program Manager is authorized to include:

6.3.1.1 Meeting with the Contractor's Project Director on a regular basis; and

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

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 the County in any respect whatsoever.

6.4 County's Contract Monitor

6.4.1 The County's Contract Monitor is responsible for the monitoring of the Contract and the Contractor. The County's Contract Monitor provides reports to the County's Contract Manager and the County's Program Manager.

7 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor Administration

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

7.2 Contractor's Staff

7.2.1 The Contractor shall have a Project Director pursuant to Section 6.3 (Project Director) of Exhibit A (Statement of Work).

7.2.2 The Contractor shall be responsible for providing competent staff pursuant to Section 6.4 (Personnel) of Exhibit A (Statement of Work).

7.3 Approval of Contractor's Staff

7.3.1 The 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.

7.4 Intentionally Omitted

7.5 Background and Security Investigations

Background and security investigations of the Contractor's staff are required as a condition of beginning and continuing work under this Contract. The cost of background checks is the responsibility of the Contractor. The Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 7.5.1 through 7.5.6 of this Contract. On at least a quarterly basis, the Contractor shall report, in writing, monitoring results to the County, indicating compliance or problem areas. Elements of the monitoring report shall receive prior written approval from the County.

- 7.5.1 The Contractor shall submit the names of the Contractor's or subcontractor's employees to the County's 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 the Contractor's or subcontractor's employees. The County shall have the right to 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 the County.**
- 7.5.2 No personnel employed by the Contractor or subcontractor for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.
- 7.5.3 The County reserves the right, in its sole discretion, to preclude the Contractor or subcontractor from employment or continued employment of any individual performing services under this Contract.
- 7.5.4 No Contractor or subcontractor staff providing services under this Contract shall be on active probation or parole.
- 7.5.5 The 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.
- 7.5.6 Because the County is charged by the State for checking the criminal records of the Contractor's or subcontractor's employees; the County will bill the Contractor to recover these expenses. The current amount is forty-nine dollars (\$49.00) per record check, which is subject to change by the State.

7.6 Confidentiality

The Contractor shall be responsible for safeguarding all County information provided for use by the Contractor.

- 7.6.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without

limitation, County policies concerning information technology security and the protection of confidential records and information.

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

7.6.2.1 The Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).

7.6.2.2 The Contractor shall require each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgement and Confidentiality Agreement)

7.6.2.3 The Contractor shall require each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement)

7.6.3 The Contractor shall indemnify, defend, and hold harmless the 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 the Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6 (Confidentiality) , as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor indemnification obligations under this Paragraph 7.6 (Confidentiality) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The 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 the County without the County's prior written approval.

7.6.4 Confidentiality of Adult and Juvenile Records

By state law (California Welfare and Institutions Code sections 827 and 828, and Penal Code sections 1203.05, 1203.09, and 11140 through 11144) all adult and juvenile records and Probation case information provided to the 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.

7.6.5 The Contractor's employees shall be given copies of all cited code sections, and a CORI form to sign, as provided in Exhibit T (Confidentiality of CORI Information) regarding confidentiality of the information in adult and juvenile records. The Contractor shall retain original CORI forms and forward copies to the County's Program Manager within five (5) business days of start of employment.

7.6.6 Violations: The 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.

8 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 to the Contract 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 (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/Mergers or Acquisitions

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, the 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 the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of the 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 the 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 the County in accordance with applicable provisions of this Contract.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the 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, 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.

8.3 Authorization Warranty

8.3.1 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

8.4.1 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 the 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

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

8.5.2 Complaint Procedures

8.5.2.1 Within fifteen (15) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

- 8.5.2.3 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.
- 8.5.2.4 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.
- 8.5.2.5 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.
- 8.5.2.6 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.
- 8.5.2.7 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, the 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 The Contractor shall indemnify, defend, and hold harmless the 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 the Contractor, its officers, employees, agents, or the subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined

by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The 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 the County without the County's prior written approval.

8.7 Compliance with Civil Rights Laws

8.7.1 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 Duty Ordinance) and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

8.8.2.1 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.

8.8.2.2 For purposes of this 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 fifty thousand dollars (\$50,000) or more in any twelve (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 forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (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 paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

8.8.2.3 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.

8.8.2.4 The Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the 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 paragraph shall be a material breach of this Contract.

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

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

8.11 Consideration of Hiring GAIN-GROW Participants

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. The Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN-GROW job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN-GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a Contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 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.

8.12.4.2 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.

8.12.4.3 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.

- 8.12.4.4 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.
- 8.12.4.5 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.
- 8.12.4.6 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 the County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

8.13.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under

this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. The Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the 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

8.19.1 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 paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the 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 the Contractor to meet the required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf

of the Contractor pursuant to this Contract.

- 8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

- 8.23.1 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

- 8.24.1 Without limiting the Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 (General Provisions for All Insurance Coverage) and 8.25 (Insurance Coverage) 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 the 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.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2 Renewal Certificates shall be provided to the County not less than ten (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.

- 8.24.2.3 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 dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4 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.
- 8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

Thao Nguyen, Contract Analyst
Los Angeles County Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242
E-mail address:
Thao.Nguyen@probation.lacounty.gov
Fax#: (562) 658-2307

- 8.24.2.6 The Contractor also shall promptly report to the 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 the Contractor. The Contractor also shall promptly notify the County of any third party claim or suit filed against the 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 the Contractor and/or the County.

8.24.3 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. The 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.

8.24.4 Cancellation of or Changes in Insurance

The Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision that the 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 the 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.

8.24.5 Failure to Maintain Insurance

The 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 the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the

Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue Contractor reimbursement.

8.24.6 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 the County.

8.24.7 Contractor's Insurance Shall Be Primary

The 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 the Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the 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.

8.24.9 Subcontractor Insurance Coverage Requirements

The Contractor shall include all subcontractors as insureds under the Contractor's own policies, or shall provide the 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. The Contractor shall obtain the County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

The 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 the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a

bond guaranteeing the 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.

8.24.11 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. The 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.

8.24.12 Application of Excess Liability Coverage

The Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 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.

8.24.14 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.

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the 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 the 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 the 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. 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. If applicable to the Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report

to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.4.2 Professional Liability-Errors and Omissions

Insurance covering the 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, the Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25.4.3 Intentionally Omitted

8.25.4.4 Intentionally Omitted

8.25.4.5 Intentionally Omitted

8.25.4.6 Intentionally Omitted

8.25.4.7 Intentionally Omitted

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 Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, 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 Department Head, 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 the 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 Subparagraph 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 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 Subparagraph 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

8.27.1 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 (Nondiscrimination and Affirmative Action) when so requested by the County.

- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) 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

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

8.30 Notice of Delays

- 8.30.1 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

- 8.31.1 The Contractor shall bring to the attention of the County's Program Manager and/or the County's Contract 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 and/or the County's Contract 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

- 8.32.1 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

- 8.33.1 The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

- 8.34.1 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 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

- 8.35.1 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 needs 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:
 - 8.37.1.1 The Contractor shall develop all publicity material in a professional manner; and
 - 8.37.1.2 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.
 - 8.37.1.3 The Contractor may, without the prior written consent of the 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 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 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.
- 8.38.2 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).
- 8.38.3 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.

- 8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.5 Intentionally Omitted

8.39 Recycled Bond Paper

- 8.39.1 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:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
 - 8.40.2.2 A draft copy of the proposed subcontract; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the County.

- 8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's 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, the 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. Before any subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of all such documents to:

Thao Nguyen, Contract Analyst
Los Angeles County Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242
E-mail address: Thao.Nguyen@probation.lacounty.gov

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

- 8.41.1 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 default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to 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:
- 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 8.42.2.2 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 the County's Contract Manager:
- 8.43.1.1 The Contractor has materially breached this Contract;
or
 - 8.43.1.2 The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.43.1.3 The 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 Subparagraph 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 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 Subparagraph 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 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 Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of Subparagraph 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 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 8.45.1.1 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;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or
 - 8.45.1.4 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 (Termination for Insolvency) 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

- 8.46.1 The Contractor, and each County Lobbyist or the 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 the 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

- 8.47.1 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

- 8.48.1 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

- 8.49.1 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

- 8.51.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit

financially from the 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 the 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.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

8.52.1 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 the County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which the County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

8.53.1 The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services

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

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

The Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.bos.lacounty.gov/pdf/PolicyOfEquity.pdf>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

Neither a Contractor, subsidiary of nor Subcontractor to Contractor, nor a Proposer shall participate, in any way, in any future solicitations conducted by County that includes, or is based upon any services rendered by the Contractor/Proposer under this Agreement. As this prohibition applies to Subcontractors of the Contractor, the Contractor shall notify any Subcontractors providing services under this Agreement of this prohibition before they commence work. Any response to a solicitation submitted by the Contractor/Proposer, or by any subsidiary of or Subcontractor to the

Contractor/Proposer in violation of this provision shall be rejected by County. This provision shall survive the expiration, or other termination of this Agreement

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

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

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

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Intentionally Omitted

9.7 Local Small Business Enterprise (LSBE) Preference Program

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

9.7.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.7.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the

purpose of influencing the certification or denial of certification of any entity as a LSBE.

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

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

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

9.8 Intentionally Omitted

9.9 Intentionally Omitted

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

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

By: _____
RAY LEYVA
INTERIM CHIEF PROBATION OFFICER

SUSAN SAXE-CLIFFORD, PH.D.,
ABPP, APC

By: _____

Name (Typed or Printed)

Title

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
NANCY M. TAKADE
PRINCIPAL DEPUTY COUNTY COUNSEL

EXHIBIT A

STATEMENT OF WORK

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

- 1.1 The Contractor shall provide psychological screening, assessment, and evaluation of Probation applicants and employees on an as-needed basis.
- 1.2 The Contractor will be responsible for providing services to one to fifty Probation applicants and employees per week on an as-needed basis.
- 1.3 The Contractor must be flexible in regard to days, dates, times, and number of applicants to be evaluated.

2.0 SPECIFIC TASKS

2.1 Testing

Administration of various tests such as: multiphasic of personality, emotional stability, Probation Sentence Completion (for correctional positions), autobiography, and background. Testing includes an assessment of the applicant and a report of the test results.

2.2 Clinical Interviews

Clinical interviews of each referral will encompass background, family life, work history, alcohol, and drug abuse.

2.3 Monthly Self-Monitoring Reports

The Contractor shall prepare monthly reports that indicate the level and type of service rendered for the Probation Department. This report shall be forwarded to the County's Program Manager by the tenth (10th) working day of the following month for which the service was rendered. Report format and content is subject to final County review and approval.

2.4 Work Plan

The Contractor shall provide a Work Plan to ensure that the requirements of the Contract are met. The plan shall be consistent with the proposal submitted. An updated copy must be provided to the County's Program Manager on 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 limited to:

- 2.4.1 A written plan that describes how psychological evaluations will be performed. The plan will include psychological testing instruments.
- 2.4.2 A written plan describing how the psychological test results will be reviewed with the applicant, how applicants will be given an opportunity to explain any unusual responses or findings of concern, and how the applicant will be confronted with potentially negative test results.
- 2.4.3 The Contractor will provide a plan for integrating the results of the psychological testing, any available background data, and interview information into a report and recommendation.

2.5 Declaration to Court/Testimony by Contractor's Representative

- 2.5.1 When required by the Probation Department, the Contractor, through a qualified representative, shall, at no cost to the County, sign and submit, under penalty of perjury, a written declaration consisting of, but not limited to, the following elements:
 - 2.5.1.1 Declarant's education, professional experience, prior acceptance as an expert witness, and present duties;
 - 2.5.1.2 The Contractor's background and experience; and
 - 2.5.1.3 The Contractor's present duties for Probation.
- 2.5.2 If required by the Probation Department, the Contractor, or a qualified representative from the Contractor, shall attend scheduled civil court hearings to give expert testimony concerning the method(s) used, reliability, and results of such analyses at no cost to the County.

3.0 QUALITY CONTROL

The Contractor shall establish and maintain a Quality Control Plan to ensure that the terms of the Contract are met. The Contractor shall submit the plan as part of the proposal. The original plan and any amendments are subject to the County review and approval, and shall include, but are not 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 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 the County during the term of the Contract as set forth in Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of the Contract.
- 3.4 The methods to ensure uninterrupted service to the 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) that would result in the Contractor's inability to perform the terms of the Contract.
- 3.5 The methods to ensure confidentiality of juvenile records and information while in the care of the Contractor's employees.
- 3.6 The methods to maintain security of records and prevent the loss or destruction of data.

4.0 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 performance standards. Any deficiencies which the County determines are severe, continuing, or that may place performance of the Contract in jeopardy, will be reported to the Board of Supervisors. The report will include all remedial action taken by the County and the Contractor. If the Contractor fails to implement appropriate remedial action, the County may terminate this Contract or impose other penalties as specified in this Contract.

The 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 the Contractor's 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 the County's Program Manager determines 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 the County.
- 4.3 The County shall have the right to remove any Contractor personnel under this Contract, who are deemed unsatisfactory in the sole judgement of the County's Program Manager. The Contractor personnel will be removed and replaced by the Contractor within twenty-four (24) hours at the requested of the County's Program Manager.

4.4 Contract Discrepancy Report

Verbal notification of a Contract discrepancy shall be made to the Contractor's Project Director whenever a Contract discrepancy is identified. The problem shall be resolved within a time 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 as referenced in Exhibit S (Contract Discrepancy Report). Upon receipt of a Contract Discrepancy Report, the Contractor is required to respond in writing to the County's Program Manager within five (5) business days, acknowledging the reported discrepancies, and presenting rebuttal evidence, if applicable. The Contractor shall submit a remedial plan to correct all deficiencies identified in the Contract Discrepancy Report to the County's Program Manager within ten (10) business days of receipt of the Contract Discrepancy Report.

4.5 County Observations

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

5.0 DEFINITIONS

- 5.1 Acceptable Quality Level Standard (AQLS) – A measure to express the variance from a standard before Probation can apply damages as specified in Exhibit U (Performance Requirements Summary Chart. An AQLS does not imply that the Contractor performed in a substandard way. It is required that the Contractor correct all defects whenever possible. A variance from AQLS can result in a credit to Probation against the monthly charge for the Contractor's services.

- 5.2 Assessment – An evaluation of an applicant referred by the Probation Department.
- 5.3 Business Day – Monday through Friday, 8:00 a.m. to 5:00 p.m., not including any County holidays.
- 5.4 Contract Discrepancy Report (CDR) – A report prepared by the County's Program Manager to inform the Contractor of substandard service.
- 5.5 Contract Start Date – The date the Contractor begins work in accord with the terms of the Contract.
- 5.6 Contractor's Project Director – Person designated by the Contractor to administer the Contract operations after the Contract award.
- 5.7 County's Contract Manager – Person designated by the County with actual and apparent authority on contractual and/or administrative matters relating to this Contract.
- 5.8 County's Contract Monitor – Person who monitors the Contract and provides reports to the County's Contract Manager and the County's Program Manager.
- 5.9 County's Program Manager – Person designated by the County to manage the operations under this Contract.
- 5.10 Liquidated Damages – The monetary amount deducted from the Contractor's payment due to non-compliance with the Contract and/or substandard performance.
- 5.11 Performance Requirements Summary (PRS) – The statement that identifies key performance indicators of the Contract which will be evaluated by the County to ensure Contract performance standards are met.
- 5.12 Quality Assurance Plan (Surveillance Plan) – The plan developed by the Probation Department, specifically to monitor Contract compliance with the elements listed in the Performance Requirements Summary (PRS).
- 5.13 Quality Control Plan – All necessary measures taken by the Contractor to assure that the quality of service meets the Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency, and conformity to the requirements set forth in the Statement of Work.

- 5.14 Subcontractor – Any person, entity, or organization to which the Contractor has delegated any of its obligations hereunder in accordance with the Contract – Paragraph 8.40 “Subcontracting”.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The 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 Term and Conditions, Paragraph 8.1, Amendments.

6.2 Intentionally Omitted

CONTRACTOR

6.3 Project Director

- 6.3.1 The Contractor shall provide its own full time officer or employee as the Project Director and clearly identify the person in the proposal. The Project Director/authorized agent shall be available for telephone contact between 8:00 a.m. and 5:00 p.m., PT, Monday through Friday, excluding the County holidays. The Project Director shall provide management and coordination of this Contract, and shall act as the sole contact person with the County.
- 6.3.2 When the Contract work is performed at times other than described above or when the Project Director cannot be present, and with prior approval of the County’s Program Manager, an equally responsible agent shall be designated to act as the Project Director.

- 6.3.3 The Project Director shall have a minimum of two (2) years experience within the last five (5) years conducting psychological screenings and evaluations.
- 6.3.4 The Project Director shall have actual and apparent authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Project Director/authorized agent shall read, write, speak, and understand English.
- 6.3.5 The Project Director shall be available between 8:00 a.m. to 5:00 p.m., PT, Monday through Friday excluding County holidays, to meet with County personnel designated by the County to discuss problem areas.
- 6.3.6 The County shall have exclusive right to review and approve the Project Director. The County shall have the exclusive right to remove the Project Director and any replacement recommended by the Contractor.

6.4 Personnel

- 6.4.1 Contractor's staff performing psychological screening, must at all times possess a current license in the State of California as a clinical psychologist, have a minimum of three (3) years experience within the last three (3) years in the area of conducting psychological screenings serving large organizations and submit proof upon request by County.
- 6.4.2 Contractor's staff shall have extensive knowledge of the California State Board of Corrections guidelines and standards for Peace Officers, and previous experience working with law enforcement agencies is necessary to perform the required services.
- 6.4.3 Contractor's staff must be familiar with the specific tasks, standards and training procedures for Probation staff, as well as legislative requirements for justice agencies.
- 6.4.4 The Contractor shall provide competent staff to perform the terms of the Contract. The County shall have the exclusive right to review and approve staff prior to assignment.
- 6.4.5 The Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed a confidentiality form that meets the standards of the County of Los Angeles Probation Department regarding access to confidential Criminal Offender Record Information (CORI). **The Contractor shall retain the**

original CORI form and forward a copy to the County's Program Manager within five (5) business days of start of employment. The CORI form is listed in Exhibit T (Confidentiality of CORI Information).

- 6.4.6 All personnel must be able to read, write, spell, speak, and understand English.
- 6.4.7 The County has the exclusive right to approve or disapprove all of the Contractor's staff who perform work hereunder and any proposed changes to the Contractor's staff. The Contractor shall immediately remove and replace any employee from work on this Contract within twenty-four (24) hours after a request by the County's Contract Manager.
- 6.4.8 The County reserves the exclusive right to have the County's Program Manager or designated agent, interview any or all prospective employees of the Contractor.
- 6.4.9 The Contractor shall be required to conduct a background check of all employees and agents as set forth in Paragraph 7.5 (Background and Security Investigations) of the Contract.
- 6.4.10 The Contractor shall provide the County's Program Manager with a current list of employees and keep this list updated during the Contract period.
- 6.4.11 The Contractor shall have alternate staff that successfully passed background clearances pursuant to Paragraph 7.5 (Background and Security Investigations) of the Contract trained and approved to instruct program participants in the required curriculum.

6.5 Intentionally Omitted

6.6 Materials and Equipment

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

6.7 Intentionally Omitted

6.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's

name where the Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. P.T., Monday through Friday, by at least one employee who can respond to inquiries and complaints, which may be received about the Contractor's performance of the 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 professional psychological screening and evaluation services, Monday through Friday, during normal business hours.

8.0 INTENTIONALLY OMITTED

9.0 UNSCHEDULED WORK

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.

10.0 INTENTIONALLY OMITTED

11.0 GREEN INITIATIVES

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

11.2 The Contractor shall notify County's Project Manager of the Contractor's new green initiatives prior to the Contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

12.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be consistent with the Contract and the Statement of Work (SOW), and are not meant to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In the event of an apparent inconsistency between services as stated in the Contract, SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service appears to be created in the PRS which is not clearly set forth in the Contract and the SOW, that service will be invalid and place no obligation on the Contractor.

12.2 A standard level of performance will be required of the Contractor for the required services. Exhibit U (Performance Requirements Summary Chart)

summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance by the County, and liquidated damages to be imposed for substandard performance. The 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 the Contractor compliance with this Contract. Failure of the Contractor to achieve this standard may result in an assessment of liquidated damages against the Contractor's monthly payment as determined by the County.

12.3 When the Contractor's performance fails to conform to the terms of this Contract, the County will have the option to apply the following remedies:

- 12.3.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the substandard performance, specific steps to return performance to an acceptable level, and the monitoring methods to prevent recurrence.
- 12.3.2 Reduce payment to the Contractor by a computed amount based on the assessment fee(s) in the PRS.
- 12.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or substandard levels of performance.
- 12.3.4 Failure of the Contractor to comply with the County's request(s) to improve performance or to perform work specified within ten (10) business days shall constitute a breach of the Contract, and authorize the County to have the service(s) performed by another. The entire cost of the replacement work due to the Contractor's breach, as solely determined by the County, shall be credited to the County on the Contractor's future invoice.

This subparagraph does not limit the County's exclusive right to terminate the Contract upon ten (10) business days' written notice, with or without cause, as provided for in Paragraph 8.42 (Termination for Convenience) of the Contract.

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**EXHIBIT B
PRICING SHEET
PROFESSIONAL PSYCHOLOGICAL SCREENING AND EVALUATION SERVICES FOR
THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

Pre-Employment Psychological Evaluation	
Test materials and scoring	\$ <u>95.00</u>
Test interpretation	\$ <u>55.00</u>
Review of documents	\$ <u>30.00</u>
Pre-Interview and/or Post-Interview Consultation	\$ <u>40.00</u>
Interview	\$ <u>150.00</u>
Report	\$ <u>25.00</u>
Total	\$ <u>395.00</u>

Return to Work/Fitness for Duty Psychological Evaluations:	
Test administration	\$ <u>200.00</u>
Test materials and scoring	\$ <u>175.00</u>
Review of documents	\$ <u>200.00</u>
Pre-Interview consultation	\$ <u>100.00</u>
Interview (up to four hours)	\$ <u>600.00</u>
Post-interview consultation	\$ <u>100.00</u>
Report	\$ <u>100.00</u>
Total	\$ <u>1,475.00</u>

Development of departmental guidelines	\$ <u>295.00/hr</u>
Training	\$ <u>295.00/hr</u>
Other consultation, as requested	\$ <u>295.00/hr</u>

Professional Counseling Services*	\$ <u>275.00/hr</u>
*Administrative Indirect Cost 10%	

EXHIBIT C
INTENTIONALLY OMITTED

CONTRACTOR'S EEO CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL

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

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

 Signature

 Date

 Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO.**COUNTY'S CONTRACT MANAGER:**

Name:	<u>Tasha Howard</u>
Title:	<u>Contracts and Grants Division Director</u>
Address:	<u>9150 East Imperial Highway, Room C-29</u>
	<u>Downey, CA 90242</u>
Telephone:	<u>562-940-2728</u>
Facsimile	<u>562-658-2307</u>
E-Mail Address:	<u>Latasha.Howard@probation.lacounty.gov</u>

COUNTY'S PROGRAM MANAGER:

Name:	<u>Deanna Carlisle</u>
Title:	<u>Departmental Human Resources Manager III</u>
Address:	<u>9150 East Imperial Highway</u>
	<u>Downey, CA 90242</u>
Telephone:	<u>562-940-2551</u>
E-Mail Address:	<u>Deanna.Carlisle@probation.lacounty.gov</u>

COUNTY'S CONTRACT ANALYST:

Name:	<u>Thao Nguyen</u>
Title:	<u>Contract Analyst</u>
Address:	<u>9150 East Imperial Highway, Room D-29</u>
	<u>Downey, CA 90242</u>
Telephone:	<u>562-940-2675</u>
Facsimile	<u>562-658-2307</u>
E-Mail Address:	<u>Thao.Nguyen@probation.lacounty.gov</u>

COUNTY'S CONTRACT MONITOR:

Name:	<u>Craig Norris</u>
Title:	<u>Manager</u>
Address:	<u>7639 South Painter Avenue</u>
	<u>Whittier, CA 90602</u>
Telephone:	<u>562-907-3133</u>
Facsimile	<u>562-464-2831</u>
E-Mail Address:	<u>Craig.Norris@probation.lacounty.gov</u>

CONTRACTOR’S ADMINISTRATION

CONTRACTOR’S NAME

CONTRACT NO: _____

CONTRACTOR’S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile _____

E-Mail Address: _____

CONTRACTOR’S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile _____

E-Mail Address: _____

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile _____

E-Mail Address: _____

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 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 Program 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: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity that has a contract with the county or a subcontract with a county Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a Contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor; or
 - 3. A purchase made through a State or Federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The Contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to Contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to Contractors with existing contracts that 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 shall deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a Contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a Contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months that, 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



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.

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

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?

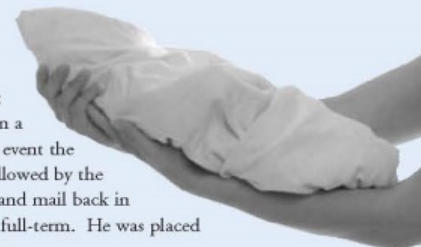
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

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

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los 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 brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBITS J - M
INTENTIONALLY OMITTED

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

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

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

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

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

Therefore, the parties agree as follows:

1. definitions

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

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

Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement,

with or without payment, that gives rise to Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. Permitted and required Uses and Disclosures of Protected Health Information

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

disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. Prohibited Uses and Disclosures of Protected HEALTH INFORMATION

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

4. OBLIGATIONS to safeguard protected health information

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

5. Reporting Non-Permitted Uses or Disclosures, Security Incidents, and Breaches of Unsecured Protected Health Information

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business

Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account

number, diagnosis, disability code or other types of information were involved);

- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. written assurances of subcontractors

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered

Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. Amendment of PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. Accounting of Disclosures of PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1 and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. compliance with applicable HIPAA rules

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. Availability of Records

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of

Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. Mitigation of Harmful Effects

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. Breach Notification to individuals

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

- 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

- 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
 - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. Indemnification

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. Term

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. Termination for Cause

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-

breaching party may terminate this Business Associate Agreement immediately.

18. Disposition of Protected Health Information Upon Termination or Expiration

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
 - 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. Audit, inspection, and Examination

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

EXHIBIT O
INTENTIONALLY OMITTED



COUNTY OF LOS ANGELES
PROBATION DEPARTMENT – INTERNAL AFFAIRS BUREAU
9150 East Imperial Highway
Downey, CA 90242
BACKGROUND REQUEST FORM
Email Form to: Vivian.Gonzalez@probation.lacounty.gov



Requesting Agency: _____

Agency Address: _____

City and Zip Code: _____

Agency Contact Person: _____

Telephone No.: _____

Fax No.: _____

LEAD AGENCY (if different) _____

LIVE SCAN SCHEDULE:
Monday & Friday: 8:30 AM – 4:30 PM

Please Note: We do not live scan on Tuesday, Wednesday, nor Thursday.

Please have applicant arrive 15 min. prior to scheduled appointment.

Completed by Requesting Agency					Completed by Central Processing Unit	
Applicant's Name	Applicant's Position	Work Location	Available Dates & Times		Appointment Date	Appointment Time

Instructions to Applicants:

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

**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 15 th 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 than 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: Bdg\Forms\Contract Emp Info.doc

Revised 7/2009

EXHIBIT Q

INTENTIONALLY OMITTED

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the Effective Date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the Effective Date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

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

2.206.050 Administration and compliance certification.

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

2.206.060 Exclusions/Exemptions.

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

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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

Print Name:	Title:
Signature:	Date:

Date: _____

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

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

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

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

CONTRACTOR NOTIFIED OF ACTION:_____
County Representative's Signature_____
Date_____
Contractor Representative's Signature_____
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 documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

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

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

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

(Signature)

Name (Print)

Classification

Date

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

PERFORMANCE REQUIREMENT SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARD	MAXIMUM ALLOWED DEVIATION (AQLS)	METHOD OF SURVEILLANCE	LIQUIDATED DAMAGES FOR EXCEEDING THE AQLS
Overall compliance with Section 1.0 (Scope of Work) of Exhibit A (Statement of Work)	100% adherence to County requirements	5%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings 	Up to \$100 per occurrence
Overall compliance with Section 2.0 (Specific Tasks) of Exhibit A (Statement of Work)	100% adherence to County requirements	5%	<ul style="list-style-type: none"> - Random Inspections - Random Samplings - Information from Contractor Reports 	\$100 per day until rectified
The Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met pursuant to Section 3.0 (Quality Control) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings 	Up to \$100 per occurrence
Personnel assigned to provide service under this Contract shall be fingerprinted prior to providing services pursuant to Subparagraph 7.5.1 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings 	Up to \$100 per occurrence
No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously pursuant to Subparagraph 7.5.2 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings 	Up to \$100 per occurrence
The Contractor shall reimburse County for record check pursuant to Subparagraph 7.5.6 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings 	Up to \$100 per occurrence
The Contractor in compliance with Standard Terms and Conditions as referenced in Section 8.0 (Standard Terms and Conditions) of the Contract	100% adherence to County requirements	5%	<ul style="list-style-type: none"> - Random Inspections - Random Samplings - Information from Contractor Reports 	\$100 per day until rectified