



# **PROBATION DEPARTMENT**

## **REQUEST FOR PROPOSALS TO PROVIDE AS NEEDED SIGN LANGUAGE INTERPRETER SERVICES**

**April 27, 2017**

**Prepared By  
County of Los Angeles**

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**RFP # 6401704**

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### APPENDICES:

- A Statement of Work:** Explains in detail the required services to be performed by the Contract.
- B Statement of Work Technical Exhibits:** Technical Exhibits to the Statement of Work.
- C Sample Contract:** Identifies the terms and conditions in the Contract.
- D Required Forms:** Forms that must be completed and included in the proposal.
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- F County of Los Angeles Policy on Doing Business with Small Business:**  
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## **1.0 INTRODUCTION**

The Los Angeles County Department of Probation (Probation) is issuing this Request for Proposals (RFP) to solicit proposals for a Contract with an organization who can provide as-needed sign language interpreter services for deaf or hearing-impaired minors and adults on probation.

The purpose of this RFP is to select a Contractor to provide responsible professional, highly skilled, qualified interpreters in American Sign Language (ASL) whose level of expertise will ensure effective communication with deaf or hearing-impaired minors and adults. On occasion, the services of qualified interpreters with a specialty in legal terminology will also be required.

Services will be provided at various Probation facilities, including juvenile halls, camps, and field area offices. Contractor shall report to the locations as needed and be available on a twenty-four (24) hour per day basis, 7 days a week.

## **2.0 PURPOSE-AGREEMENT FOR AS NEEDED SIGN LANGUAGE INTERPRETER SERVICES**

### **2.1 Statement of Work**

The Contractor shall provide qualified sign language interpreter services for deaf or hearing-impaired minors and adults on Probation. The services shall be provided at Probation facilities (camps, juvenile halls, and field area offices) on an as-needed basis. Current Probation facilities are listed in Technical Exhibit 4 (List of Facilities) of Appendix B (Statement of Work Technical Exhibits). County may add additional or delete facilities during the term of this contract.

Qualified sign language interpreters are those interpreters who are able to interpret effectively, accurately, and impartially both receptively and expressively, using any necessary specialized vocabulary.

### **2.2 Sample Agreement: County Terms and Conditions**

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

#### **2.2.1 Anticipated Contract Term**

The Contract term is anticipated to commence June 1, 2018 through May 31, 2021 unless terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of the Contractor, by mutual

written agreement, for up to four (4) additional twelve (12) month periods for a maximum total Contract term of seven (7) years.

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.

#### **2.2.2 Contract Rates**

The Contractor's rates shall remain firm and fixed for the term of the Contract.

#### **2.2.3 Days of Operation**

The Contractor shall provide As-Needed Sign Language Interpreter Services at juvenile halls, camps, and field area offices upon request of the Probation Department on weekdays, weeknights, weekend days, and weekend nights, including County recognized holidays:

##### **2.2.3.1 Weekdays shall be defined as:**

Monday through Friday 6:00 a.m. to 9:00 p.m., daily

##### **2.2.3.2 Weeknights shall be defined as:**

Monday through Friday 9:01 p.m. to 5:59 a.m., daily

##### **2.2.3.3 Weekend days shall be defined as:**

Saturday and Sunday 6:00 a.m. to 9:00 p.m., daily

##### **2.2.3.4 Weekend nights shall be defined as:**

Saturday and Sunday 9:01 p.m. to 5:59 a.m., daily

#### **2.2.4 Indemnification and Insurance**

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

specified in Paragraphs 8.24 and 8.25 of Appendix C (Sample Contract).

#### **2.2.5 Intentionally Omitted**

### **3.0 PROPOSER'S MINIMUM MANDATORY QUALIFICATIONS**

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

- 3.1 Proposer must attend the Mandatory Proposers' Conference scheduled for **May 16, 2017, 9:30 a.m., PT.**
- 3.2 Proposer must submit a proposal by **June 2, 2017, 12:00 p.m., PT.**
- 3.3 Proposer must demonstrate that the agency has at least two (2) years experience within the past five (5) years providing sign language interpreter services to organizations of a similar type to Probation.
- 3.4 Proposer must have qualified sign language interpreters in American Sign Language (ASL) who are able to interpret effectively, accurately and impartially both receptively and expressively, using any necessary specialized vocabulary.
- 3.5 Proposer must have an administrative business office located within or adjacent to the County of Los Angeles. The address to the administrative business office must be included in Exhibit 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) of Appendix D (Required Forms).

### **4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES**

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

#### **4.1 Final Contract Award by the Board of Supervisors**

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors (Board) retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement and to determine which proposal best serves the interests of the County. The Board is the ultimate decision making body

and makes the final determinations necessary to arrive at a decision to award, or not award, a Contract.

#### **4.2 County Option to Reject Proposals**

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

#### **4.3 County's Right to Amend Request for Proposals**

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

#### **4.4 Background and Security Investigations**

Background and security investigations of the Contractor's staff are required as a condition of beginning and continuing work under the resulting 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 4.4.1 through 4.4.6. On at least a quarterly basis, the Contractor shall report, in writing, monitoring results to the County, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from the County.

4.4.1 The Contractor shall submit the names of the Contractor's or Sub-Contractor'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 Sub-

Contractor's employees. The County shall have the right to conduct background investigations of the Contractor's or Sub-Contractor's employees at any time. **The Contractor's or Sub-Contractor's employees shall not begin work on this Contract before receiving written notification of clearance from the County.**

- 4.4.2 No personnel employed by the Contractor or Sub-Contractor 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.
- 4.4.3 The County reserves the right, in its sole discretion, to preclude the Contractor or Sub-Contractor from employment or continued employment of any individual performing services under this Contract.
- 4.4.4 No Contractor or Sub-Contractor staff providing services under this Contract shall be on active probation or parole.
- 4.4.5 The Contractor or Sub-Contractor 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.
- 4.4.6 Because the County is charged by the State for checking the criminal records of the Contractor's or Sub-Contractor's employees, the County will bill the Contractor to recover these expenses. The current amount is thirty-two dollars (\$32.00) per record check, which is subject to change by the State.

#### **4.5 County's Quality Assurance Plan**

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

## **5.0 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS**

### **5.1 Notice to Proposers Concerning the Public Records Act**

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

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's proposer recommendation appears on the Board agenda.

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

- 5.1.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.
- 5.1.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "confidential," "trade secrets," or "proprietary," Proposer agrees to defend and indemnify the County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

## **5.2 Contact with County Personnel**

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

**Joanne Lee, Contract Analyst**  
**County of Los Angeles Probation Department**  
**Contracts & Grants Management Division**  
**9150 East Imperial Highway, Room D-29**  
**Downey, CA 90242**  
Email address: [Joanne.Lee@probation.lacounty.gov](mailto:Joanne.Lee@probation.lacounty.gov)  
Fax #: (562) 658-2307

If it is discovered that Proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, the County, in its sole determination, may disqualify their proposal from further consideration.

## **5.3 Mandatory Requirement to Register on County's WebVen**

Prior to a Contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>

## **5.4 Protest Policy Review Process**

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

5.4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a Contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County.

#### **5.4.3 Grounds for Review**

Unless State or Federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services Contract provided for under Board Policy No. 5.055 are limited to the following:

- Review of Solicitation Requirements referenced at Paragraph 7.3 (Solicitation Requirements Review)
- Review of a Disqualified Proposal referenced at Paragraph 8.3 (Disqualification Review)
- Review of Proposed Contractor Selection referenced at Paragraph 8.7 (Department's Proposed Contractor Selection Review)

#### **5.5 Injury and Illness Prevention Program**

The Contractor shall be required to comply with the State of California's Cal/OSHA regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

#### **5.6 Confidentiality and Independent Contractor Status**

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

#### **5.7 Conflict of Interest**

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

## **5.8 Determination of Proposer Responsibility**

- 5.8.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Proposers.
- 5.8.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any Contracts, including but not limited to County Contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the Sub-Contractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
- 5.8.3 The County may declare a Proposer to be non-responsible for purposes of this Contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 5.8.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 5.8.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.

5.8.6 These terms shall also apply to proposed Sub-Contractors of Proposers on County Contracts.

## **5.9 Proposer Debarment**

5.9.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County Contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing Contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

5.9.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

5.9.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors

shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 5.9.5 If a Proposer has been debarred for a period longer than five (5) years, that Proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 5.9.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where: (1) the Proposer has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 5.9.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 5.9.8 These terms shall also apply to proposed Sub-Contractors of Proposers on County Contracts.
- 5.9.9 Appendix H (Listing of Contractors Debarred in Los Angeles County) provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

## **5.10 Adherence to County's Child Support Compliance Program**

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

## **5.11 Gratuities**

### **5.11.1 Attempt to Secure Favorable Treatment**

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

### **5.11.2 Proposer Notification to County**

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

### **5.11.3 Form of Improper Consideration**

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

### **5.12 Notice to Proposers Regarding the County Lobbyist Ordinance**

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in Los Angeles County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or Contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting Exhibit 6 (Familiarity with the County Lobbyist Ordinance Certification) of Appendix D (Required Forms) as part of their proposal.

### **5.13 Federal Earned Income Credit**

The Contractor shall notify its employees, and shall require each Sub-Contractor 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 as referenced in Appendix I (IRS Notice 1015).

### **5.14 Consideration of GAIN-GROW Participants for Employment**

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

Proposers who are unable to meet this requirement shall not be considered for Contract award. Proposers shall submit a completed

Exhibit 9 (Attestation of Willingness to Consider GAIN-GROW Participants) of Appendix D (Required Forms) along with their proposal.

#### **5.15 Recycled Bond Paper**

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

#### **5.16 Safely Surrendered Baby Law**

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Appendix J (Safely Surrendered Baby Law) of this solicitation document. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

#### **5.17 Jury Service Program**

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

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

5.17.1 The Jury Service Program requires Contractors and their Sub-Contractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a

recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program.

- 5.17.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a Contract with the County or a Sub-Contract 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 Sub-Contracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve (12) months which, if added to the annual amount of this Contract is less than five hundred thousand dollars (\$500,000); and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 5.17.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Exhibit 10 (Contractor Employee Jury Service Program Certification Form and Application for Exception) of Appendix D (Required Forms) and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

## **5.18 Intentionally Omitted**

### **5.19 Notification to County of Pending Acquisitions/Mergers**

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

### **5.20 Intentionally Omitted**

### **5.21 Defaulted Property Tax Reduction Program**

The prospective Contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read Appendix O (Defaulted Tax Program Ordinance) and the pertinent provisions of the Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.52 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program) of Appendix C (Sample Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Sub-Contractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing and submitting Exhibit 20 (Certification of Compliance with The County's Defaulted Property Tax Reduction Program) of Appendix D (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Contract or initiation of debarment proceedings against the non-compliance Contractor (Los Angeles County Code, Chapter 2.202).

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

## **5.22 Time Off for Voting**

The Contractor shall notify its employees, and shall require each Sub-Contractor to notify and provide to its employees, information regarding the time off for voting law (California Elections Code section 14000). Not less than ten (10) days before every statewide election, every Contractor and Sub-Contractors 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 Elections Code section 14000.

## **5.23 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking**

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

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

## **5.24 Intentionally Omitted**

# **6.0 COUNTY'S PREFERENCE PROGRAMS**

## **6.1 Overview of County's Preference Programs**

6.1.1 The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

6.1.2 The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation. This program and how to obtain

certification are further explained in paragraph 6.2, 6.4, and 6.5 of this solicitation.

- 6.1.3 In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.
- 6.1.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.
- 6.1.5 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

## **6.2 Local Small Business Enterprise (LSBE) Preference Program**

- 6.2.1 The County will give LSBE preference during the solicitation process to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs's (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.
- 6.2.2 To apply for certification as an LSBE, businesses should contact the Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>
- 6.2.3 Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7 (Request for Preference Program Consideration) in Appendix D (Required Forms) and submit a letter of certification from the DCBA with their proposal.

- 6.2.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

### **6.3 Local Small Business Enterprise (LSBE) Prompt Payment Program**

It is the intent of the County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

### **6.4 Social Enterprise (SE) Preference Program**

- 6.4.1 The County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:
- 1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
  - 2) A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE.
- 6.4.2 The DCBA shall certify that a SE meets the criteria set forth in Subparagraph 6.4.1.
- 6.4.3 Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7 (Request for Preference Program Consideration) in Appendix D (Required Forms) and submit a letter of certification from the DCBA with their proposal.
- 6.4.4 Further information on SEs also available on the DCBA's website at: <http://dcba.lacounty.gov>

## **6.5 Disabled Veteran Business Enterprise (DVBE) Preference Program**

- 6.5.1 The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:
- 1) A business which is certified by the State of California as a DVBE; or
  - 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
  - 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.
- 6.5.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Subparagraph 6.5.1, 1 or 2 above.
- 6.5.3 Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7 (Request for Preference Program Consideration) in Appendix D (Required Forms) and submit a letter of certification from the DCBA with their proposal.
- 6.5.4 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>
- 6.5.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>

## 7.0 PROPOSAL SUBMISSION REQUIREMENTS

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

### 7.1 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final. All proposals shall be firm and final offers and may not be withdrawn for a period of one hundred eighty (180) days following the final proposal submission date.

### 7.2 RFP Timetable

The timetable for this RFP is as follows:

- Release of RFP ..... **April 27, 2017**
- Written Questions Due ..... **May 5, 2017, 12:00 p.m., PT**
- Request for a Solicitation Requirements Review Due .....  
..... **May 11, 2017, 12:00 p.m., PT**
- Mandatory Proposers Conference ..... **May 16, 2017, 9:30 a.m., PT**
- **Proposals due by** ..... **June 2, 2017, 12:00 p.m., PT**

### 7.3 Solicitation Requirements Review

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

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation which demonstrates the underlying ability of the person or entity to submit a proposal;
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

4. The request for a Solicitation Requirements Review asserts either that:
  - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
  - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

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

All Requests for Review should be submitted to:

**Tasha Howard, Director  
County of Los Angeles Probation Department  
Contracts & Grants Management Division  
9150 East Imperial Highway, Room D-29  
Downey, CA 90242**

#### **7.4 Proposers' Questions**

Proposers may submit written questions regarding this RFP by mail, fax, or e-mail to the individual identified below. All questions must be received by **May 5, 2017, 12:00 p.m.,PT.** All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions, please specify the RFP section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. County reserves the right to group similar questions when providing answers.

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

**Joanne Lee, Contract Analyst**  
**County of Los Angeles Probation Department**  
**Contracts & Grants Management Division**  
**9150 East Imperial Highway, Room D-29**  
**Downey, CA 90242**  
Email address: [Joanne.Lee@probation.lacounty.gov](mailto:Joanne.Lee@probation.lacounty.gov)  
Fax #: (562) 658-2307

**7.5 Intentionally Omitted**

**7.6 Mandatory Proposers' Conference**

A Mandatory Proposers' Conference will be held to discuss the RFP. County staff will respond to questions from potential Proposers. All potential Proposers must attend this conference or their proposals will be rejected as non-responsive (disqualified) without review and eliminated from further consideration. The conference is scheduled as follows:

**Date: May 16, 2017**

**Time: 9:30 a.m., PT.**

**Location: Probation Training Facility  
3300 Sandoval Ave.  
Pico Rivera, CA 90660**

**Please note that minors are not allowed to enter the facility or attend the conference.**

**7.7 Preparation of the Proposal**

Two (2) separate proposals must be submitted - a Business Proposal and a Cost Proposal. All Proposals must be bound and submitted in the prescribed format. Any Proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion.

**7.8 Business Proposal Format**

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

- Proposer's Organization Questionnaire/Affidavit and Required Support Documents for Corporations and Limited Liability Companies
- Table of Contents

- Executive Summary (Section A)
- Proposer's Qualifications (Section B)
- Proposer's Approach to Provide Required Services (Section C)
- Proposer's Quality Control Plan (Section D)
- Acceptance of/ or Exceptions to Terms and Conditions in the Sample Contract and/ or Requirements of the Statement of Work (Section E)
- Business Proposal Required Forms (Section F)

#### **7.8.2 Proposer's Organization Questionnaire/Affidavit and Required Support Documentation**

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

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

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

#### **7.8.3 Required Support Documents:**

##### **Corporations or Limited Liability Company (LLC):**

The Proposer must submit the following documentation with the Business Proposal:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.

- 2) A conformed copy of the most recent “Statement of Information” as filed with the California Secretary of State listing corporate officers or members and managers.

#### **7.8.4 Limited Partnership:**

The Proposer must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

#### **7.8.5 Table of Contents**

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

#### **7.8.6 Executive Summary (Section A)**

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

#### **7.8.7 Proposer’s Qualifications (Section B)**

Demonstrate that the Proposer’s organization has the experience and financial capability to perform the required services. The following sections must be included:

##### **A. Proposer’s Background and Experience (Section B.1)**

Section B.1.1: Provide a summary of relevant background information to demonstrate that the Proposer meets the minimum qualification(s) stated in Paragraph 3.0 of this RFP and has the capacity to perform the required services as a corporation or other entity.

Section B.1.2: Include a resume for the Project Director, demonstrating that the Project Director has provided similar services for a minimum of two (2) years within the last five (5) years and is a current employee of the agency. The resume must include dates for the positions listed.

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

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

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

- References fail to substantiate Proposer's description of the services provided; or
- References fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel; or
- The Department is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours.

The Proposer must complete and include the following exhibits from Appendix D (Required Forms):

### i. Exhibit 2 (Prospective Contractor References)

Proposer must provide three (3) references where the same or similar scope of services was provided. If more than three (3) references are provided, only the first three (3) will be contacted.

### ii. Exhibit 3 (Prospective Contractor List of Contracts)

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

### iii. Exhibit 4 (Prospective Contractor List of Terminated Contracts)

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

C. Financial Capability (Section B.3)

Provide copies of the company's most current and prior two (2) fiscal years (for example 2015 and 2014) financial statements. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

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

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

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

The Proposer's approach to Provide Required Services section of the Business Proposal shall present a description of the techniques that the firm will employ in meeting the objectives described in Appendix A (Statement of Work). This section shall be a comprehensive plan to show how the Proposers will provide the services requested by the County including, but not limited to the requirements in Section 2.0 (Specific Tasks) of Appendix A (Statement of Work).

- Method of providing required services;
- Plan for maintaining confidentiality and security; and
- Plan for handling emergency conditions (e.g., blackouts, work stoppage).

Reference to or repetition of scope, objectives, and requirements from this RFP does not constitute a “good understanding” of the project. Complete, yet concise, supplementary procedures, methods, explanations and descriptions are also required to make possible the County’s evaluation as to the Proposer’s understanding.

#### **7.8.9 Proposer’s Quality Control Plan (Section D)**

Present a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Section 3.0, Quality Control Plan, of Appendix A (Statement of Work) and Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits).

The following factors may be included in the plan:

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

#### **7.8.10 Intentionally Omitted**

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

- A. It is the duty of every Proposer to thoroughly review Appendix C (Sample Contract) and Appendix A (Statement of Work) and all other applicable documents to this RFP to ensure compliance with all terms, conditions and requirements. It is the County’s expectation that in submitting a proposal the Proposers will accept, as stated, the County’s terms and conditions in Appendix C (Sample

Contract) and the County's requirements in Appendix A (Statement of Work). However, the Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements.

B. Section E of Proposer's Business Proposal must include:

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

For each exception, the Proposer shall provide:

1. An explanation of the reason(s) for the exception;
2. The proposed alternative language; and
3. A description of the impact, if any, to the Proposer's price.

C. Indicate all exceptions to the Appendix C (Sample Contract) and/or County's requirements in Appendix A (Statement of Work) by providing a 'red-lined' version of the language in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.

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

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

#### **7.8.12 Business Proposal Required Forms (Section F)**

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

Exhibit 1	Proposer's Organization Questionnaire/Affidavit and CBE Information
Exhibit 2	Prospective Contractor Reference
Exhibit 3	Prospective Contractor List of Contractors
Exhibit 4	Prospective Contractor List of Terminated Contracts
Exhibit 5	Certification of No Conflict of Interest
Exhibit 6	Familiarity with the County Lobbyist Ordinance Certification
Exhibit 7	Request for Preference Program Consideration
Exhibit 8	Proposer's EEO Certification
Exhibit 9	Attestation of Willingness to Consider GAIN/GROW Participants
Exhibit 10	Contractor Employee Jury Service Program Certification Form and Application for Exception
Exhibits 11–12	Cost Forms, included in the Cost Proposal
Exhibits 13–18	Intentionally Omitted
Exhibit 19	Intentionally Omitted
Exhibit 20	Default Property Tax Reduction Program
Exhibit 21	Zero Tolerance Policy on Human Trafficking Certification
Exhibit 22	Intentionally Omitted

#### **7.8.13 Intentionally Omitted**

### **7.9 Cost Proposal Format**

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

- Cover Page identifying, at a minimum, the RFP and the Proposer's name.
- Exhibit 11 (Pricing Sheet)

- Exhibit 12 (Certification of Independent Price Determination & Acknowledgement of RFP Restrictions)

#### **7.10 Firm Offer/Withdrawal of Proposal**

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

#### **7.11 Proposal Submission**

The original Business Proposal, eight (8) paper copies and one (1) copy on a Compact Rewritable Disc shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**BUSINESS PROPOSAL FOR AS NEEDED  
SIGN LANGUAGE INTERPRETER SERVICES**

The original Cost Proposal, eight (8) paper copies and one (1) copy on a Compact Rewritable Disc shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**COST PROPOSAL FOR AS NEEDED  
SIGN LANGUAGE INTERPRETER SERVICES**

The Proposal(s) shall be delivered or mailed to:

**County of Los Angeles Probation Department  
9150 East Imperial Highway, Room D-29  
Downey, CA 90242  
Attention: Joanne Lee, Contract Analyst  
(562) 658-4319**

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

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

## **8.0 SELECTION PROCESS AND EVALUATION CRITERIA**

### **8.1 Selection Process**

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on **June 2, 2017**.

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

After a prospective Contractor has been selected, the County and the prospective Contractor(s) will negotiate a Contract for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin Contract negotiations with the next qualified Proposer who submitted a proposal, as determined by the County.

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

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

### **8.2 Adherence to Minimum Requirements (Pass/Fail)**

County shall review the Proposer's Organization Questionnaire/Affidavit and CBE Information in Exhibit 1 of Appendix D (Required Forms) and determine if the Proposer meets the minimum requirements as outlined in Paragraph 3.0 (Proposer's Minimum Qualifications) of this RFP.

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

### **8.3 Disqualification Review**

A proposal may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that a proposal is disqualified due to non-responsiveness, the Department shall notify the Proposer in writing.

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

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

1. The person or entity requesting a Disqualification Review is a Proposer;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

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

Proposer can also be disqualified for non-responsibility as referenced in Paragraph 5.8 (Determination of Proposer Responsibility) of this RFP.

### **8.4 Business Proposal Evaluation and Criteria (70%)**

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

#### **8.4.1 Proposer's Qualifications (20%)**

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

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

A review will be conducted to evaluate the Proposer's financial capability as provided in Subsection B.3 of the proposal.

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

#### **8.4.2 Proposer's Approach to Providing Required Services (40%)**

The Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in Section C of the Business Proposal.

#### **8.4.3 Quality Control Plan (10%)**

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

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

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in the Appendix C (Sample Contract) and the requirements of Appendix A (Statement of Work) as stated in

Section E of the Business Proposal. The County may deduct rating points or disqualify the Business Proposal in its entirety if the exceptions are material enough to deem the Business Proposal non-responsive.

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

#### **8.4.5 Intentionally Omitted**

### **8.5 Cost Proposal Evaluation Criteria (30%)**

The maximum number of possible points will be awarded to the lowest cost proposed. All other cost will be compared to the lowest cost and points awarded accordingly.

However, should one or more of the proposers request and be granted the preference, the cost component points will be determined as follows:

Fifteen percent (15%) of the lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost submitted by all proposers who requested and were granted the preference.

In no case shall any preference be combined to exceed fifteen percent (15%) of the lowest responsible bid meeting specifications.

### **8.6 Intentionally Omitted**

### **8.7 Department's Proposed Contractor Selection Review**

#### **8.7.1 Departmental Debriefing Process**

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

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

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Subparagraph 8.7.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

#### **8.7.2 Proposed Contractor Selection Review**

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

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

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
  - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
    - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
    - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating

the proposals as specified in the solicitation document.

- iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
  - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended Contractor.
  - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
  - d. Another basis for review as provided by State or Federal law; and
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be. Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review referenced in Paragraph 8.8 below.

## **8.8 County Independent Review Process**

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

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

1. The person or entity requesting a County Independent Review is a Proposer;
2. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Subparagraph 8.7.2 above.

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

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## **APPENDICES**

- APPENDIX A: STATEMENT OF WORK**
- APPENDIX B: STATEMENT OF WORK TECHNICAL EXHIBITS**
- APPENDIX C: SAMPLE CONTRACT**
- APPENDIX D: REQUIRED FORMS**
- APPENDIX E: REQUEST FOR PROPOSALS (RFP) TRANSMITTAL TO  
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- APPENDIX K: INTENTIONALLY OMITTED**
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**APPENDIX A**

**STATEMENT OF WORK**

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## **APPENDIX A STATEMENT OF WORK (SOW)**

### **1.0 SCOPE OF WORK**

#### **1.1 Scope of Work**

The Contractor shall provide qualified Sign Language Interpreter Services in American Sign Language (ASL) for deaf or hearing-impaired minors and adults on Probation. The services shall be provided at Probation facilities (camps, juvenile halls, and field area offices) on an as-needed basis. Current Probation facilities are listed in Exhibit 4 (List of Facilities) of Appendix B (Statement of Work Technical Exhibits). The Los Angeles County Probation Department (County) may add or delete facilities during the term of this contract.

Qualified sign language interpreters are those interpreters who are able to interpret effectively, accurately, and impartially both receptively and expressively, using any necessary specialized vocabulary. This includes but is not limited to, interpreters who hold the following certificates:

1.1.1 Certificate of Interpretation (CI) and Certificate of Transliteration (CT) from the Registry of Interpreters for the Deaf (RID), or

1.1.2 Certified at Level 3 or above by the National Association of the Deaf (NAD).

1.2 Interpreters must have experience in interpreting effectively, accurately, and impartially for a minimum of five (5) years, subject to the approval by County.

1.3 The Contractor may be requested to provide qualified Sign Language Interpreters with a NAD Level 5 Certification or one of the following RID Certificates: Specialist Certificate: Legal (SC:L), provisional SC:L, or Conditional Legal Interpreting Permit-Relay (CLIP-R), to interpret during (1) intake, (2) decisions to detain, (3) interviews that are the basis of reports and recommendations for disposition, (4) Disciplinary Hearings, (5) and other matters with legal content.

1.4 The Contractor shall provide services during any activity conducted by County staff that involves interaction with minors including, but not limited to:

1.4.1 Explanation of rules, regulations and expectations of the facility;

- 1.4.2 Instruction issued to individuals and/or a group regarding movement, activities or behavior;
- 1.4.3 Counseling sessions (confidential individual and/or family meetings, which may involve discussion of the minors' legal issues);
- 1.4.4 Medical, psychiatric or other health appointments;
- 1.4.5 Religious services;
- 1.4.6 Any other facility experience (drills, searches, etc.) that requires the minor(s) to understand direction, correction or instruction, and require the minor(s) to respond to same;
- 1.4.7 Riding in transit with minors to court and/or other appointments.
- 1.5 The Contractor shall be expected to provide services during any activity conducted by County staff that involves interaction with deaf or hearing-impaired minor and adult probationers including, but not limited to, investigation and supervision at Probation Field Office locations.
- 1.6 The Contractor shall be available to report to various locations throughout The County of Los Angeles including, but not limited to, juvenile halls, camps, and area offices; and be available on a twenty-four hours per day basis, seven (7) days a week at the juvenile halls, camps, and field area offices. (Refer to Exhibit 4 of Appendix B Statement of Work Technical Exhibits)
- 1.7 The Contractor may be required to provide twenty-four (24) hours of service on any given day.
- 1.8 The Contractor shall be available to provide as-needed emergency services as set forth in Section 2.4.
- 1.9 The Contractor shall ensure that all interpreters providing services for the County comply with and meet all background requirements of the County.

## **2.0 SPECIFIC TASKS**

- 2.1 The Contractor shall provide a procedural guide that thoroughly describes the steps to make a service request. Any changes to procedures will be made in writing.
- 2.2 The Contractor shall provide As-Needed Sign Language Interpreter Services at juvenile halls, camps, and field area offices upon request by the

County on weekdays, weeknights, weekend days, and weekend nights, including County recognized holidays:

2.2.1 Weekdays shall be defined as:

Monday through Friday 6:00 a.m. to 9:00 p.m., daily

2.2.2 Weeknights shall be defined as:

Monday through Friday 9:01 p.m. to 5:59 a.m., daily

2.2.3 Weekend days shall be defined as:

Saturday and Sunday 6:00 a.m. to 9:00 p.m., daily

2.2.4 Weekend nights shall be defined as:

Saturday and Sunday 9:01 p.m. to 5:59 a.m., daily

2.3 At the request of the County, the Contractor shall provide emergency services within two (2) hours of notification. Emergency services may be provided up to a twenty-four (24) hour period. Emergency services are defined as requests made by the County with less than twenty-four (24) hour advance notice.

2.4 The Contractor shall provide non-emergency services for any request made with a minimum twenty-four (24) hour advance notification.

2.5 The Contractor shall provide a qualified interpreter of the same gender as the deaf or hearing impaired minor(s), whenever possible.

2.6 The Contractor's interpreters shall keep all assignment-related information strictly confidential.

2.7 The Contractor's interpreters shall render all messages faithfully and to the best of their ability. Contractor's interpreters shall always convey the content and the spirit of the speaker using language that is most readily understood by the recipient of the message.

2.8 The Contractor's interpreters shall not counsel, advise or interject personal opinions into the subject matter.

2.9 Notice of Delay

If the Contractor becomes aware of any circumstances that may cause any significant delay by the Contractor or the County in the performance of their

respective obligations hereunder, the Contractor shall promptly notify the County's Contract Manager verbally of such circumstance. The Contractor shall provide a written report within five (5) working days of the verbal notice to the County's Program Manager containing all facts then known to the Contractor pertaining to the delay.

#### 2.10 Self-Monitoring Reports

The Contractor shall prepare monthly reports that indicate compliance with the Performance Work Statement and submit the reports to the County Quality Assurance Evaluator (QAE) and the County Program Manager by the 10<sup>th</sup> working day of the following month. Report format and content is subject to final County review and approval.

### **3.0 QUALITY CONTROL PLAN**

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 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 Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits). 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 Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits) 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. Contractor personnel will be removed and replaced by the Contractor within twenty-four (24) hours at the request 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 issue as referenced in Technical Exhibit 2 (Contract Discrepancy Report) of Appendix B (Statement of Work Technical Exhibits). 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.

## **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 Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits). 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 Business Day – Monday through Friday, 8:00 a.m. to 5:00 p.m., PT, not including any County Holidays.
- 5.3 Contract Discrepancy Report (CDR) – A report prepared by the County's Program Manager to inform Contractor of substandard service.
- 5.4 Contract Start Date - The date the Contractor begins work in accordance with the terms of the Contract.
- 5.5 Contractor's Project Director – Person designated by the Contractor to administer Contract operations after the Contract award.
- 5.6 County's Contract Manager – Person designated by the County with actual and apparent authority on contractual or administrative matters relating to this Contract.
- 5.7 County's Contract Monitor – Person who monitors the Contract and provides reports to the County Contract Manager and County Program Manager.
- 5.8 County's Program Manager – Person designated by County to manage the operations under this Contract.

- 5.9 Emergency – As used herein, the term “Emergency”, is defined as requests made by the County with less than twenty-four (24) hour advance notification.
- 5.10 Hours – As used herein, the term “hours”, shall mean sequential sixty (60) minute time frames.
- 5.11 Juvenile Records - Personal and social history, including criminal information of juvenile offenders. The records include confidential legal documents and other information. The information is not to be discussed with, or disclosed to, unauthorized persons as defined by the County of Los Angeles Probation Department.
- 5.12 Liquidated Damages – The monetary amount deducted from Contractor’s payment due to non-compliance with the Contract and/or substandard performance.
- 5.13 Non-emergency – As used herein, the term “Non-emergency” shall mean available to provide service with a minimum twenty-four (24) hour advance notification.
- 5.14 Performance Requirements Summary (PRS) - The statement that identifies key performance indicators of the Contract that will be evaluated by the County to ensure Contract performance standards are met.
- 5.15 Qualified Interpreter - As used herein, the term “Qualified Interpreter” shall mean an interpreter who is able to interpret effectively, accurately, and impartially both receptively and expressively, using any necessary specialized vocabulary. This includes, but is not limited to, interpreters who hold the “Certificate of Interpretation (CI)” or “Certificate of Transliteration (CT)” from the Registry of Interpreters for the Deaf (RID), or interpreters who are certified at Level 3 or higher by the National Association for the Deaf (NAD).
- 5.16 Quality Control Plan - All necessary measures taken by the Contractor to ensure that the quality of service meets Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Statement of Work.

## **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 Paragraph 6.0 (Administration of Contract - County) of the Contract. 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 Paragraph 8.1 (Amendments) of the Contract.

### **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 Contractor's Project Director. The Contractor's 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 Contractor's 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 Contract work is performed at times other than described above or when the Contractor's Project Director cannot be present, and with prior approval of the County Program Manager, an equally responsible agent shall be designated to act as the Contractor's Project Director.
- 6.3.3 The Project Director shall have a minimum of two (2) years' experience within the last five (5) years providing similar services.
- 6.3.4 The Project Director/authorized agent shall have actual and apparent authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Contractor's Project Director/authorized agent shall effectively speak and write in 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 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.
- 6.4.2 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 Technical Exhibit 3 (Confidentiality of CORI Information) of Appendix B (Statement of Work Technical Exhibits).
- 6.4.3 All personnel must be able to read, write, spell, speak, and understand English.
- 6.4.4 The County has the exclusive right to approve or disapprove all of Contractor's staff who perform work hereunder and any proposed changes to 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.
- 6.4.5 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.
- 6.4.6 The Contractor shall be required to conduct a background check of all employees and agents as set forth in Paragraph 7.4 (Background and Security Investigations) of the Contract.
- 6.4.7 The Contractor shall provide the County's Program Manager with a current list of employees and agents and keep this list updated during the Contract period.

6.4.8 The Contractor shall have alternate staff that successfully passed background clearances pursuant to Paragraph 7.4 (Background and Security Investigations) of the Contract.

**6.5 Intentionally Omitted**

**6.6 Intentionally Omitted**

**6.7 Intentionally Omitted**

**6.8 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., Monday through Friday, Pacific Time, by at least one employee who will respond to inquiries and complaints about the Contractor's performance of the Contract. When the office is closed, an answering service shall receive calls. The Contractor shall respond to calls received by the answering service within two (2) hours of receipt of the call.

**7.0 HOURS/DAYS OF WORK**

7.1 The Contractor shall be available to report to various locations throughout the County of Los Angeles on a daily twenty-four (24) hour continuous basis as set forth in Section 2.0, Sub-Section 2.2.

**7.2 Recognized Holidays**

The Contractor will be required to perform the terms of this contract on County recognized holidays. These holidays may change from year to year.

**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 gift, and the Contractor shall have no claim whatsoever against the County.

**10.0 INTENTIONALLY OMITTED**

**11.0 INTENTIONALLY OMITTED**

## **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. Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits) 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 Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits) or other such procedures as may be necessary to ascertain 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, specify 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 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 paragraph does not limit the County's exclusive right to terminate the Contract upon ten (10) business day's written notice with or without cause, as provided for in Paragraph 8.42 (Termination for Convenience) of the Contract.

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**APPENDIX B**

**STATEMENT OF WORK**

**TECHNICAL EXHIBITS**

**APPENDIX B  
STATEMENT OF WORK  
TECHNICAL EXHIBITS**

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# TECHNICAL EXHIBIT 1

## PERFORMANCE REQUIREMENTS 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 Appendix A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
Overall compliance with Section 2.0 (Specific Tasks) of Appendix A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- Random Inspections</li> <li>- Random Samplings</li> <li>- Information from Contractor Reports</li> </ul>	\$100 per day until rectified
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 Plan) of Appendix A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
Personnel assigned to provide service under this contract shall be fingerprinted prior to employment pursuant to Subparagraph 7.4.1 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously pursuant to Subparagraph 7.4.2 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
Contractor shall reimburse County for record check pursuant to Subparagraph 7.4.6 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
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	0%	<ul style="list-style-type: none"> <li>- Random Inspections</li> <li>- Random Samplings</li> <li>- Information from Contractor Reports</li> </ul>	\$100 per day until rectified

## TECHNICAL EXHIBIT 2 CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES:        Prepared: \_\_\_\_\_  
                  Returned by Contractor: \_\_\_\_\_  
                  Action Completed: \_\_\_\_\_

DISCREPANCY PROBLEMS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative \_\_\_\_\_ Date \_\_\_\_\_

CONTRACTOR RESPONSE (Cause and Corrective Action): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative \_\_\_\_\_ Date \_\_\_\_\_

COUNTY EVALUATION OF CONTRACTOR RESPONSE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative \_\_\_\_\_ Date \_\_\_\_\_

COUNTY ACTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

### TECHNICAL EXHIBIT 3

### CONFIDENTIALITY OF CORI INFORMATION

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

# **TECHNICAL EXHIBIT 4** **LIST OF FACILITIES**

Page 1 of 2

<b>FACILITIES</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ZIP</b>
Adult Day Reporting Center	5811 S. San Pedro Street	Los Angeles	90011
Affirmative Action Contract Compliance Program	9150 E. Imperial Hwy.	Downey	90242
Alhambra Area Office	200 W. Woodward Avenue	Alhambra	91801
Antelope Valley Juvenile Probation Office	321 E. Avenue K-4	Lancaster	93535
Antelope Valley Office	420114 4 <sup>th</sup> St W. Suite 1900	Lancaster	93534
Barry J. Nidorf Juvenile Hall	16350 Filbert Street	Sylmar	91342
Challenger .Memorial Youth Center. – (Camps McNair, Resnick, Scobee, Smith, Onizuka and Jarvis)	5300 West Avenue I	Lancaster	93536
Camp Afflerbaugh	6601 N. Stephens Ranch Road	La Verne	91750
Camp Gonzales	1301 N. Las Virgenes Road	Calabasas	91302
Camp Headquarters	16350 Filbert Street Modular 1 & 2	Sylmar	91342
Camp Holton	12653 N. Little Tujunga Canyon Road	San Fernando	91342
Camp Kilpatrick	427 S. Encinal Canyon Road	Malibu	90265
Camp Mendenhall	42220 North Lake Hughes Road	Lake Hughes	93532
Camp Miller	433 S. Encinal Canyon Road	Malibu	90265
Camp Munz	42220 North Lake Hughes Road	Lake Hughes	93532
Camp Paige	6601 N. Stephens Ranch Road	La Verne	91750
Camp Rocky	1900 N. Sycamore Canyon Road	San Dimas	91773
Camp Routh	12500 Big Tujunga Canyon Road	Tujunga	91042
Camp Scott	28700 N. Bouquet Canyon Road	Santa Clarita	91390
Camp Scudder	28750 N. Bouquet Canyon Road	Santa Clarita	91390
Centinela Area Office	1330 West Imperial Highway	Los Angeles	90044
Central Adult Investigation	320 West Temple St., Rm. 180	Los Angeles	90012
Central Juvenile Hall	1605 Eastlake Ave.	Los Angeles	90033
Central Placement	3965 S. Vermont Avenue 3 <sup>rd</sup> . Floor.	Los Angeles	90037
Crenshaw Area Office	3606 West Exposition Blvd.	Los Angeles	90016
Dorothy Kirby Center	1500 South McDonnell Avenue	Los Angeles	90022
Downey Municipal Courts – PTS	7500 Imperial Hwy., Rm. 112	Downey	90242
East L.A. Area Office	4849 Civic Center Way.	Los Angeles	90022
East San Fernando Valley Area Office	14414 Delano Street	Van Nuys	91401
El Monte Court – PTS	11274 E. Valley Blvd., Rm. 1038	El Monte	91731
Facilities Operations	4549 Telegraph Rd.	Los Angeles	90022
Firestone Area Office	8526 South Grape Street	Los Angeles	90001
Foothill Area Office	200 North Garfield Ave Rm. 203	Pasadena	91101
GAPP/ School Crime	3606 W. Exposition Blvd.	Los Angeles	90016
Harbor Area Office	3221 Torrance Blvd.	Torrance	90503
Intake & Detention Control	1601 Eastlake Ave,	Los Angeles	90033
Probation Headquarters	9150 East Imperial Hwy.	Downey	90242
Kenyon Juvenile Justice Center	7625 South Central Avenue	Los Angeles	90001
Long Beach Area Office	415 West Ocean Blvd.	Long Beach	90802
Los Padrinos Juvenile Hall	7285 Quill Drive	Downey	90242
Lynwood Regional Justice Center	11701 S. Alameda St.	Lynwood	90260
Northeast Juvenile Justice Center	1601 Eastlake Ave.	Los Angeles	90033

# **TECHNICAL EXHIBIT 4** **LIST OF FACILITIES**

Page 2 of 2

<b>FACILITIES</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ZIP</b>
Pomona Area Office	1660 West Mission Blvd.	Pomona	91766
Pretrial Services- <b>Lancaster</b>	1010 W. Avenue I	Lancaster	93534
Pretrial Services- <b>Bellflower</b>	10025 Flower St., Div 1 Int. Rm.	Bellflower	90706
Pretrial Services- <b>Rio Hondo</b>	11234 Valley Blvd., Rm. 103	El Monte	91731
Pretrial Services- <b>Airport</b>	11701 South La Cienega Blvd., Rm.318	Los Angeles	90045
Pretrial Services- <b>Citrus</b>	1427 W. Covina Pkwy., Rm. 116	West Covina	91790
Pretrial Services- <b>Van Nuys (Crim)</b>	14400 Erwin Street Mall, Rm. 334	Van Nuys	91401
Pretrial Services- <b>Alhambra</b>	150 W. Commonwealth Ave., Rm. 106	Alhambra	91801
Pretrial Services- <b>West Los Angeles</b>	1633 Purdue Ave., Rm. 203	West Los Angeles	90026
Pretrial Services- <b>Metro</b>	1945 S. Hill Street, 6th Floor, Rm. 612-A	Los Angeles	90007
Pretrial Services- <b>Pasadena</b>	200 North Garfield Avenue, Rm. 203	Pasadena	91101
Pretrial Services- <b>Compton</b>	200 W. Compton Blvd., Rm. 301	Compton	90220
Pretrial Services- <b>Alhambra</b>	200 West Woodward Avenue	Alhambra	91801
Pretrial Services- <b>CJC</b>	210 West Temple Street, <b>12-313</b>	Los Angeles	90012
Pretrial Services- <b>CJC</b>	210 West Temple Street, 5-516	Los Angeles	90012
Pretrial Services- <b>East Los Angeles</b>	214 E. Fetterly Ave., Rm. 101L	Los Angeles	90022
Pretrial Services- <b>Pasadena</b>	300 E. Walnut St., Rm. 200	Pasadena	91101
Pretrial Services- <b>Burbank</b>	300 East Olive St., Room 013	Burbank	91502
Pretrial Services- <b>Pomona</b>	350 W. Mission Blvd., Rm. 215	Pomona	91766
Pretrial Services- <b>Wilshire</b>	3530 Wilshire Blvd., Ste. 501	Los Angeles	90010
Pretrial Services- <b>Long Beach</b>	415 West Ocean Blvd., Rm. 43-A	Long Beach	90802
Pretrial Services- <b>Twin Towers</b>	450 Bauchet St.	Los Angeles	90012
Pretrial Services- <b>Antelope Valley</b>	42011 4 <sup>th</sup> St. W. ,Ste. 4300	Lancaster	93534
Pretrial Services- <b>Bauchet</b>	433 Bauchet Street	Los Angeles	90012
Pretrial Services- <b>Glendale</b>	600 E. Broadway, Rm. 120	Glendale	91205
Pretrial Services- <b>Whittier</b>	7339 S. Painter Ave., Rm. 108	Whittier	90602
Pretrial Services- <b>Downey</b>	7500 E. Imperial Hwy., Rm. 112	Downey	90242
Pretrial Services- <b>Torrance</b>	825 Maple Street, Rm. 410	Torrance	90503
Pretrial Services- <b>San Fernando</b>	900 N. Third Street, Rm. 1029	San Fernando	91340
Pretrial Services- <b>Beverly Hills</b>	9355 Burton Way, Rm. 208	Beverly Hills	90210
Pretrial Services- <b>Inglewood</b>	One Regent Street, Rm. 605	Inglewood	90301
Rio Hondo Area Office	8240 South Broadway	Whittier	90602
Riverview Area Office	12310 Lower Azusa Road	Arcadia	91006
San Gabriel Valley Area Office	11234 East Valley Blvd., Ste. 302	El Monte	91731
Santa Monica Area Office	1725 Main Street	Santa Monica	90401
SOC/Mental Health/NCCD	7639 S. Painter Ave.	Whittier	90602
South Central Area Office	200 West Compton Blvd., Ste. 300	Compton	90220
Valencia Sub-Office	23759 Valencia Blvd. I	Valencia	91355
Van Nuys Area Office (Civil)	6230 Sylmar Ave., Rm. 721	Van Nuys	91401

**APPENDIX C**

**SAMPLE CONTRACT**



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**(CONTRACTOR)**

**TO PROVIDE**

**AS NEEDED SIGN LANGUAGE INTERPRETER**

**SERVICES**

# SAMPLE CONTRACT PROVISIONS

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## **STANDARD EXHIBITS**

**(NOT ATTACHED - TO BE INCLUDED IN FINAL CONTRACT)**

A	STATEMENT OF WORK (SOW) .....
B	PRICING SHEET .....
C	INTENTIONALLY OMITTED .....
D	CONTRACTOR'S EEO CERTIFICATION.....
E	COUNTY'S ADMINISTRATION .....
F	CONTRACTOR'S ADMINISTRATION .....
G	EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER.....
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K	INTENTIONALLY OMITTED .....
L	INTENTIONALLY OMITTED .....
M	INTENTIONALLY OMITTED .....
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R	DEFAULTED PROPERTY TAX REDUCTION PROGRAM/FORM .....
S	CONTRACT DISCREPANCY REPORT .....
T	CONFIDENTIALITY OF CORI INFORMATION .....
U	PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART.....
V	LIST OF FACILITIES .....

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

\_\_\_\_\_  
**(CONTRACTOR)**

**TO PROVIDE**

**AS NEEDED SIGN LANGUAGE INTERPRETER SERVICES**

This Contract ("Contract") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Los Angeles, hereinafter referred to as County and \_\_\_\_\_, hereinafter referred to as "Contractor". \_\_\_\_\_ is located at \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the County of Los Angeles Probation Department has a need for the Contractor to provide as needed sign language interpreter services;

**WHEREAS**, the County through its Probation Officer, is authorized to contract under California Governmental Code section 31000; and

**WHEREAS**, the Contractor is duly qualified to engage in the business of providing services as set forth hereunder and warrants that it possesses the licenses, competence, experience, preparation, organization, staffing and facilities to provide services as described in this Contract;

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

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, D, E, F, G, G1, G2, G3, H, I, P, Q, Q1, R, S, T, U, and V are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

**Standard Exhibits:**  
**(NOT ATTACHED- TO BE INCLUDED IN FINAL CONTRACT)**

- 1.1 EXHIBIT A - Statement of Work (SOW)
- 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 Acknowledgment and Confidentiality Agreement
- EXHIBIT G3 - Contractor Non-Employee Acknowledgment and Confidentiality Agreement
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Intentionally Omitted
- 1.11 EXHIBIT K - Intentionally Omitted
- 1.12 EXHIBIT L - Intentionally Omitted
- 1.13 EXHIBIT M - Intentionally Omitted
- 1.14 EXHIBIT N - Intentionally Omitted
- 1.15 EXHIBIT O - Intentionally Omitted
- 1.16 EXHIBIT P - Background Request Forms
- 1.17 EXHIBIT Q - Sexual Harassment Policy
- EXHIBIT Q1 - Sexual Harassment/Discrimination/Retaliation Prohibited Form
- 1.18 EXHIBIT R - Defaulted Property Tax Reduction Program/Form
- 1.19 EXHIBIT S - Contract Discrepancy Report
- 1.20 EXHIBIT T - Confidentiality of CORI Information
- 1.21 EXHIBIT U - Performance Requirements Summary (PRS Chart)
- 1.22 EXHIBIT V - List of Facilities

This Contract, the Exhibits and the Contractor's proposal, incorporated herein by reference, dated \_\_\_\_\_, hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

## **2.0 DEFINITIONS**

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

- 2.1 Contract:** This agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including in Exhibit A (Statement of Work).
- 2.2 Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.
- 2.3 Contractor's Project Director:** Person designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 County's Contract Manager:** Person designated by the County with authority for County on contractual or administrative matters relating to this Contract.
- 2.5 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.
- 2.6 County's Program Manager:** Person designated by the County to manage the daily operations under this Contract.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A (Statement of Work).
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

- 4.1** The term of this Contract shall be for a three (3) year period commencing June 1, 2018 through May 31, 2021, unless terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of the Contractor, by mutual written agreement, for

up to four (4) additional twelve (12) month periods for a maximum total contract term of 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.

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.

- 4.3 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.

## **5.0 CONTRACT SUM**

- 5.1 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 total sum, inclusive of all applicable taxes, is estimated at **\$163,000** for the twelve (12) month period. 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 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 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**

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 the 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 invoices shall be billed 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 15<sup>th</sup> 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:

**Juvenile Institutions Residential Treatment Services  
Bureau  
County of Los Angeles Probation Department  
9150 East Imperial Highway, Room P-73  
Downey, CA 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.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY ADMINISTRATION**

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.

#### **6.1 County's Contract Manager**

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

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

#### **6.2 County's Program Manager**

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

- meeting with the Contractor's Project Director on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event

shall 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.

### **6.3 County's Contract Monitor**

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

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor's Staff**

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

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

### **7.2 Approval of Contractor's Staff**

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

### **7.3 Contractor's Staff Identification**

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

### **7.4 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 7.4.1 through 7.4.6 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.

- 7.4.1 The Contractor shall submit the names of the Contractor's or Sub-Contractor'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 Sub-Contractor's employees. County shall have the right to conduct background investigations of Contractor's or Sub-Contractor's employees at any time. **The Contractor's or Sub-Contractor's employees shall not begin work on this Contract before receiving written notification of clearance from the County.**
- 7.4.2 No personnel employed by the Contractor or Sub-Contractor 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.
- 7.4.3 The County reserves the right, in its sole discretion, to preclude the Contractor or Sub-Contractor from employment or continued employment of any individual performing services under this Contract.
- 7.4.4 No Contractor or Sub-Contractor staff providing services under this Contract shall be on active probation or parole.
- 7.4.5 The Contractor or Sub-Contractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
- 7.4.6 Because the County is charged by the State for checking the criminal records of the Contractor's or Sub-Contractor's employees; the County will bill the Contractor to recover these expenses. The current amount is thirty-two dollars (\$32.00) per record check, which is subject to change by the State.

## **7.5 Confidentiality**

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

- 7.5.1 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.
- 7.5.2 The Contractor shall inform all of its officers, employees, agents and Sub-Contractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.2.1 The Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.5.2.2 The Contractor shall require each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgment and Confidentiality Agreement).
- 7.5.2.3 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 Acknowledgment and Confidentiality Agreement).
- 7.5.3 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 Sub-Contractors, to comply with this Paragraph 7.5, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor indemnification obligations under this Paragraph 7.5 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 prior written approval.

#### 7.5.4 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.

7.5.5 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.

7.5.6 Violations: The Contractor agrees to inform all of its employees, agents, Sub-Contractors, 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.

## 8.0 STANDARD TERMS AND CONDITIONS

### 8.1 Amendments

8.1.1 For any change which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, an amendment 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 4.0 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

## **8.2 Assignment and Delegation**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its sole discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, 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.
- 8.2.2 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 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.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without 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**

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

### **8.4 Budget Reductions**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

### **8.5 Complaints**

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

- 8.5.1 Within fifteen (15) business days after 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 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County's approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Program Manager of the status of the

investigation within five (5) business days of receiving the complaint.

- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Program Manager within three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1 In the performance of this Contract, 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 Sub-Contractors, 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 this Paragraph 8.6 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**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

## **8.8 Compliance with the County's Jury Services Program**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service 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 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 subparagraph, "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) 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 twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Sub-Contractor to perform services for the County under the Contract, the Sub-Contractor 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 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 subparagraph 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 subparagraph shall be a material breach of this Contract.

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

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

## **8.11 Consideration of Hiring Gain-Grow Participants**

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

the Contractor. The Contractor shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN-GROW job candidates.

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

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

### **8.12.2 Chapter 2.202 of the Los Angeles County Code**

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

### **8.12.3 Non-responsible Contractor**

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

#### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five

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

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

#### **8.12.5 Sub-Contractors of Contractor**

These terms shall also apply to Sub-Contractors of County Contractors.

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

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in 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](http://www.babysafela.org).

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

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-

ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

## **8.15 County's Quality Assurance Plan**

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

## **8.16 Damage to County Facilities, Buildings or Grounds**

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

## **8.19 Fair Labor Standards**

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

## **8.20 Force Majeure**

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Sub-Contractors), 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").
- 8.20.2 Notwithstanding the foregoing, a default by a Sub-Contractor 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 Sub-Contractor, 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 Sub-Contractor 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 "Sub-Contractor" and "Sub-Contractors" mean Sub-Contractors 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 7.5 (Confidentiality).

## **8.23 Indemnification**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## **8.24 General Provisions for all Insurance Coverage**

Without limiting 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 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon 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.

#### 8.24.1 Evidence of Coverage and Notice to County

- 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.
- Renewal Certificates shall be provided to the County not less than ten (10) days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000.00), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

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

- 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 Sub-Contractors 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.

#### **8.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under the Contractor's General Liability policy with respect to liability arising out of the 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.

#### **8.24.3 Cancellation of or Changes in Insurance**

The Contractor shall provide the County with, or 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.

#### **8.24.4 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.

#### **8.24.5 Insurer Financial Ratings**

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

#### **8.24.6 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.

#### **8.24.7 Waivers of Subrogation**

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

#### **8.24.8 Sub-Contractor Insurance Coverage Requirements**

The Contractor shall include all Sub-Contractors as insureds under the Contractor's own policies, or shall provide the County with each Sub-Contractor's separate evidence of insurance coverage. The Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and the Contractor as additional insureds on the Sub-Contractor's General Liability policy. The Contractor shall obtain

the County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **8.24.9 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.

#### **8.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. 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.

#### **8.24.11 Application of Excess Liability Coverage**

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

#### **8.24.12 Separation of Insureds**

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

#### **8.24.13 Alternative Risk Financing Programs**

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

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

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon 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 Contractor's use of automobiles pursuant to this Contract, including owned, leased, hired, and/or non-owned automobiles, 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 one million (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **8.25.4 Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million (\$2,000,000) per claim and two million (\$2,000,000) 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.

#### **8.25.5 Professional Liability-Errors and Omissions**

Insurance covering contractor's liability arising from or related to this Contract, with limits of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. Further, 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.

### **8.26 Liquidated Damages**

8.26.1 If, in the judgment of the Chief Probation Officer, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the Chief Probation Officer, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Chief Probation Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer, or his/her designee, deems are correctable by the Contractor over a certain time span, the Chief Probation Officer, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Chief Probation Officer, or his/her designee, may:

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the monthly contract sum; and/or

- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in Exhibit U (Performance Requirements Summary Chart (PRS), 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 a County source or separate private contractors, 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's cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This subparagraph 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**

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 Sub-Contractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the

California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or state anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 Non Exclusivity**

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

## **8.30 Notice of Delays**

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

## **8.31 Notice of Disputes**

The Contractor shall bring to the attention of the County's Program Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Program Manager is not able to resolve the dispute, the Chief Probation Officer, or designee shall resolve it.

## **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

The Contractor shall notify its employees, and shall require each Sub-Contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, 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](http://www.babysafela.org).

### **8.34 Notices**

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](http://www.babysafela.org).

### **8.35 Prohibition Against Inducement or Persuasion**

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

### **8.36 Public Records Act**

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement of this Contract); as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

### **8.37 Publicity**

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

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

- 8.37.2 The Contractor may, without the prior written consent of 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 shall apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be

kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.4 The Contractor agrees to be bound by applicable County unsupported and disallowed cost procedures, rules and regulations, and to repay to the County any amount, with its earned

interest, which is found to violate the terms of this Contract or applicable County provisions.

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Sub-Contractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Sub-Contractor in the same manner and to the same degree as if such Sub-Contractor(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 Sub-Contractor employees, providing services under this Contract. The Contractor is responsible to notify its Sub-Contractors 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 Sub-Contractors employees. After approval of the subcontract

by the County, Contractor shall forward a fully executed subcontract to the County for their files.

- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Sub-Contractors 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 Sub-Contractor maintains all the programs of insurance required by the County from each approved Sub-Contractor. Before any Sub-Contractor employee may perform any work hereunder. The Contractor shall ensure delivery of all such documents to:

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

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute 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:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

#### **8.43 Termination for Default**

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the County's Contract Manager: or

- The Contractor has materially breached this Contract;
- The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 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 subparagraph.

8.43.3 Except with respect to defaults of any Sub-contractor, 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 Sub-contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-contractor, 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 Sub-contractor 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 "Sub-contractor(s)" means Sub-contractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43, it is determined by the County

that the Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of 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 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance

pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

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

#### **8.45 Termination for Insolvency**

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or

County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Validity**

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

#### **8.49 Waiver**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 Warranty Against Contingent Fees**

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the

Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

The 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 County and its taxpayers.

Unless the Contractor qualifies for an exemption or exclusion, the 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 as referenced in Exhibit R (Defaulted Property Tax Reduction Program/Form).

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the 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 the Contractor, pursuant to the Los Angeles County Code Chapter 2.206 as referenced in Exhibit R (Defaulted Property Tax Reduction Program/Form).

#### **8.53 Time Off for Voting**

The Contractor shall notify its employees, and shall require each Sub-Contractor 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 Sub-Contractors 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. 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**

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 Intentionally Omitted**

#### **9.2 Intentionally Omitted**

#### **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 Social Enterprise (SE) Preference Program**

- 9.8.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.8.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.8.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the

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

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

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

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

## **9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program**

- 9.9.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.9.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.9.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

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

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of 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).

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

## **9.10 Sexual Harassment/Discrimination/Retaliation Training**

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

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

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

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:  
LORI GLASGOW  
Executive Officer  
Of the Board of Supervisors

BY \_\_\_\_\_

**(COMPANY NAME)**

By \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

MARY C. WICKHAM  
COUNTY COUNSEL

By \_\_\_\_\_  
JOSEPH A. LANGTON  
PRINCIPAL DEPUTY COUNTY COUNSEL

\_\_\_\_\_  
Date

**APPENDIX D**

**REQUIRED FORMS**

**FOR**

**REQUEST FOR PROPOSALS (RFP)**

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**APPENDIX D  
REQUIRED FORMS  
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## REQUIRED FORMS – EXHIBIT 1

### PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Page 1 of 3

**Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.**

1. Is your firm a corporation or limited liability company (LLC)? ☐ **Yes** ☐ **No**

If yes, complete:

Legal Name (found in Articles of Incorporation) \_\_\_\_\_

State \_\_\_\_\_ Year Inc. \_\_\_\_\_

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

\_\_\_\_\_

3. Is your firm doing business under one or more DBA's? ☐ **Yes** ☐ **No**

If yes, complete:

Name	County of Registration	Year became DBA
------	------------------------	-----------------

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

4. Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ **Yes** ☐ **No**

If yes, complete:

Name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

5. Has your firm done business as other names within last five (5) years? ☐ **Yes** ☐ **No**

If yes, complete:

Name \_\_\_\_\_ Year of Name Change \_\_\_\_\_

Name \_\_\_\_\_ Year of Name Change \_\_\_\_\_

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?

☐ **Yes** ☐ **No** If yes, provide information:

\_\_\_\_\_

\_\_\_\_\_

## REQUIRED FORMS – EXHIBIT 1

### PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Page 2 of 3

Proposer acknowledges and certifies that firm meets and will comply with the Propser’s Minimum Qualifications as stated in Paragraph 3.0, of this Request for Proposal, as listed below.

Check the appropriate boxes:

- |                              |                             |         |     |   |
|------------------------------|-----------------------------|---------|-----|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Section | 3.1 | Proposer must attend the Mandatory Proposers’ Conference scheduled for <b>May 16, 2017, 9:30 a.m., PT.</b>  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Section | 3.2 | Proposer must submit a proposal by <b>June 2, 2017, 12:00 p.m., PT.</b>   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Section | 3.3 | Proposer must demonstrate that the agency has at least two (2) years experience within the past five (5) years providing sign language interpreter services to organizations of a similar type to Probation.  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Section | 3.4 | Proposer must have qualified sign language interpreters in American Sign Language (ASL) who are able to interpret effectively, accurately and impartially both receptively and expressively, using any necessary specialized vocabulary.  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Section | 3.5 | Proposer must have an administrative business office located within or adjacent to the County of Los Angeles. The address to the administrative business office must be included in Exhibit 1 (Proposer’s Organization Questionnaire/Affidavit and CBE Information) of Appendix D (Required Forms). |

**The address to the administrative business office located within or adjacent to the County of Los Angeles must be listed here:**

Address: \_\_\_\_\_

City: \_\_\_\_\_

Zip Code: \_\_\_\_\_

## REQUIRED FORMS – EXHIBIT 1

### PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Page 3 of 3

- I. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

<b>Business Structure:</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify) _____						
<b>Total Number of Employees</b> (including owners): _____						
<b>Race/Ethnic Composition of Firm.</b> Distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

- II. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

- III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director’s sole judgment and his/her judgment shall be final.

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

<b>PROPOSER NAME:</b>		<b>COUNTY WEBVEN NUMBER:</b>	
<b>ADDRESS:</b>			
<b>PHONE NUMBER:</b>		<b>E-MAIL:</b>	
<b>INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:</b>		<b>CALIFORNIA BUSINESS LICENSE NUMBER:</b>	
<b>PROPOSER OFFICIAL NAME AND TITLE (PRINT):</b>			
<b>SIGNATURE</b>		<b>DATE</b>	

## REQUIRED FORMS - EXHIBIT 2

### PROSPECTIVE CONTRACTOR REFERENCES

**Contractor's Name:** \_\_\_\_\_

List at least (3) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation. If more than three (3) references are provided, only the first three (3) listed will be contacted. All dates must be in **MM/DD/YYYY** format.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	Term of Contract Start:   /   /      End:   /   /	Type of Service		Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	Term of Contract Start:   /   /      End:   /   /	Type of Service		Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	Term of Contract Start:   /   /      End:   /   /	Type of Service		Dollar Amt.

# REQUIRED FORMS - EXHIBIT 3

## PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

**Contractor's Name:** \_\_\_\_\_

List of all public entities for which the Contractor has provided service within the last three (3) years. All dates must be in **MM/DD/YYYY** format. Use additional sheets if necessary.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	Term of Contract Start:   /   /      End:   /   /		Type of Service	Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	Term of Contract Start:   /   /      End:   /   /		Type of Service	Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	Term of Contract Start:   /   /      End:   /   /		Type of Service	Dollar Amt.
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	Term of Contract Start:   /   /      End:   /   /		Type of Service	Dollar Amt.
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	Term of Contract Start:   /   /      End:   /   /		Type of Service	Dollar Amt.

# REQUIRED FORMS - EXHIBIT 4

## PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

**Contractor's Name:** \_\_\_\_\_

List of all contracts that have been terminated within the past three (3) years.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (    )	<b>Fax #</b> (    )
Name or Contract No.		Reason for Termination:		
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (    )	<b>Fax #</b> (    )
Name or Contract No.		Reason for Termination:		
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (    )	<b>Fax #</b> (    )
Name or Contract No.		Reason for Termination:		
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (    )	<b>Fax #</b> (    )
Name or Contract No.		Reason for Termination:		

**REQUIRED FORMS - EXHIBIT 5**  
**CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

**CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

\_\_\_\_\_  
Proposer Name

\_\_\_\_\_  
Proposer Official Title

\_\_\_\_\_  
Official's Signature

## REQUIRED FORMS - EXHIBIT 6

### FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## REQUIRED FORMS - EXHIBIT 7

### REQUEST FOR PREFERENCE CONSIDERATION

**INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.\*

**I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.**

#### ☐ Request for Local Small Business Enterprise (LSBE) Program Preference

- ☐ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- ☐ Certified as a LSBE by the DCBA.

#### ☐ Request for Social Enterprise (SE) Program Preference

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

#### ☐ Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: **and**
- ☐ Certified as a DVBE by the DCBA.

**\*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

- ☐ DCBA certification is attached.

Name of Firm	County Webven No.		
Print Name:	Title:		
Signature:	Date:		
Reviewer's Signature	Approved	Disapproved	Date

**REQUIRED FORMS - EXHIBIT 8**  
**PROPOSER'S EEO CERTIFICATION**

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Company Name

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Address

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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.

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
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

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Name and Title of Signer (please print)

## REQUIRED FORMS - EXHIBIT 9

### ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov).

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by County) \_\_\_\_\_ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_ YES \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ N/A (Program not available)

Proposer's Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

## REQUIRED FORMS - EXHIBIT 10

### COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	E-mail Address:	
Solicitation For	Services:	

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

#### **Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

#### **Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

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

Print Name:	Title:
Signature:	Date:

## REQUIRED FORMS - EXHIBIT 11 PRICING SHEET

### TO BE USED FOR COUNTY OF LOS ANGELES PROBATION DEPARTMENT AS NEEDED SIGN LANGUAGE INTERPRETER SERVICES

The undersigned offers to provide all labor and supplies necessary to provide As Needed Sign Language Interpreter Services as set forth in RFP# 6401704.

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

I agree to provide the specific services for the County of Los Angeles Probation Department accordance with the attached specifications for the following submitted compensation, which all shall apply for weekday, weekend, holiday, overtime, and extra personnel coverage.

#### **I PROPOSED A FIXED RATE/FEE FOR THE REQUIRED SERVICES, AS FOLLOWS:**

<b>Interpreters</b>	<b>Weekday</b>	<b>Weeknight</b>	<b>Weekend</b>	<b>Weekend Night</b>	<b>Holiday</b>	<b>Emergency</b>
<b>Certified</b>						
<b>Legal Certified</b>						

The CONTRACTOR shall be paid for services rendered at hourly rates listed above. Payment shall be made in accordance with the hours of service rendered, exclusive of travel to destination where service is to be performed. Increments of time less than one full hour shall be compensated as follows:

1 – 30 minutes ---1/2 hourly rate

31 – 60 minutes –full hourly rate

PRINT NAME AND TITLE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL:	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL:	DATE:

**REQUIRED FORMS - EXHIBIT 12**  
**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**  
**& ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

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**NOTE:** Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

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D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

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Name of Firm

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Print Name of Signer

Title

---

Signature

Date

**REQUIRED FORMS - EXHIBIT 13-19**  
**INTENTIONALLY OMITTED**

## REQUIRED FORMS EXHIBIT 20

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

**- OR -**

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

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*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: \_\_\_\_\_

**REQUIRED FORMS - EXHIBIT 21-**

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING  
CERTIFICATION**

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

**PROPOSER CERTIFICATION**

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:
Signature:	Date:

## **REQUIRED FORMS - EXHIBIT 22**

**INTENTIONALLY OMITTED**

## **APPENDICES E – P**

## APPENDICES E – P

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# REQUEST FOR PROPOSALS (RFP) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County  
within 10 business days of issuance of the solicitation document***

Proposer Name:	Date of Request:
RFP Title:	RFP No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Mandatory Qualifications**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses.

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

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Request submitted by:

\_\_\_\_\_

Name

\_\_\_\_\_

Title

<b><i>For County use only</i></b>
Date Transmittal Received by County: _____ Date Solicitation Released: _____
Reviewed by: _____
Results of Review - Comments: _____ _____ _____
Date Response sent to Proposer: _____

## **COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

### ***WE RECOGNIZE . . .***

#### ***The importance of small business to the County. . .***

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

#### ***The County can play a positive role in helping small business grow. . .***

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

### ***WE THEREFORE SHALL:***

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION  
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CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

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

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

**2.203.070. Exceptions.**

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

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

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

**2.203.090. Severability.**

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

# LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

**Vendor Name:** ARROWHEAD EMANCIPATION PROGRAM  
**Alias:**  
**Debarment Start Date:** 7/8/2008 **Debarment End Date:** Permanently Debarred  
**Principal Owners and/or Affiliates:** Irma F. Reed And Charlene Williams

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**Vendor Name:** DAN KATANGIAN, AN INDIVIDUAL  
**Alias:**  
**Debarment Start Date:** 12/17/2013 **Debarment End Date:** 12/16/2018  
**Principal Owners and/or Affiliates:**

---

**Vendor Name:** JOHN KATANGIAN, AN INDIVIDUAL  
**Alias:**  
**Debarment Start Date:** 12/17/2013 **Debarment End Date:** 12/16/2018  
**Principal Owners and/or Affiliates:**

---

**Vendor Name:** KEY DISPOSAL, INC.  
**Alias:**  
**Debarment Start Date:** 12/17/2013 **Debarment End Date:** 12/16/2018  
**Principal Owners and/or Affiliates:** John Katangian and Dan Katangian

---

**Vendor Name:** RELIABLE BLDG MAINTENANCE INC.  
**Alias:**  
**Debarment Start Date:** 7/31/2012 **Debarment End Date:** 7/31/2022  
**Principal Owners and/or Affiliates:** Nam Min Cho, Sung Ok Cho, and Norman Cho

---

**Vendor Name:** SAM SOHO NOR, AN INDIVIDUAL  
**Alias:**  
**Debarment Start Date:** 10/18/2011 **Debarment End Date:** 10/17/2019  
**Principal Owners and/or Affiliates:**

---

**Vendor Name:** DIAMOND CONTRACT SERVICES, INC.  
**Alias:**  
**Debarment Start Date:** 1/13/2015 **Debarment End Date:** 1/12/2020  
**Principal Owners and/or Affiliates:** Steve Walton and Russell Richey

---

**Vendor Name:** STEVE WALTON, AN INDIVIDUAL  
**Alias:**  
**Debarment Start Date:** 1/13/2015 **Debarment End Date:** 1/12/2020  
**Principal Owners and/or Affiliates:**

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**LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY**

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

**Vendor Name:** APEX WASTE SYSTEMS INC  
**Alias:**  
**Debarment Start Date:** 12/15/2015 **Debarment End Date:** 12/14/2020  
**Principal Owners and/or Affiliates:** Anthony Uwakwe

---

**Vendor Name:** ANTHONY UWAKWE, AN INDIVIDUAL  
**Alias:**  
**Debarment Start Date:** 12/15/2015 **Debarment End Date:** 12/14/2020  
**Principal Owners and/or Affiliates:**

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## IRS NOTICE 1015

Latest version is available from IRS website at  
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury  
 Internal Revenue Service

## Notice 1015

(Rev. December 2016)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2

is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/formspubs](http://www.irs.gov/formspubs). Or you can go to [www.irs.gov/orderforms](http://www.irs.gov/orderforms) to order it.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

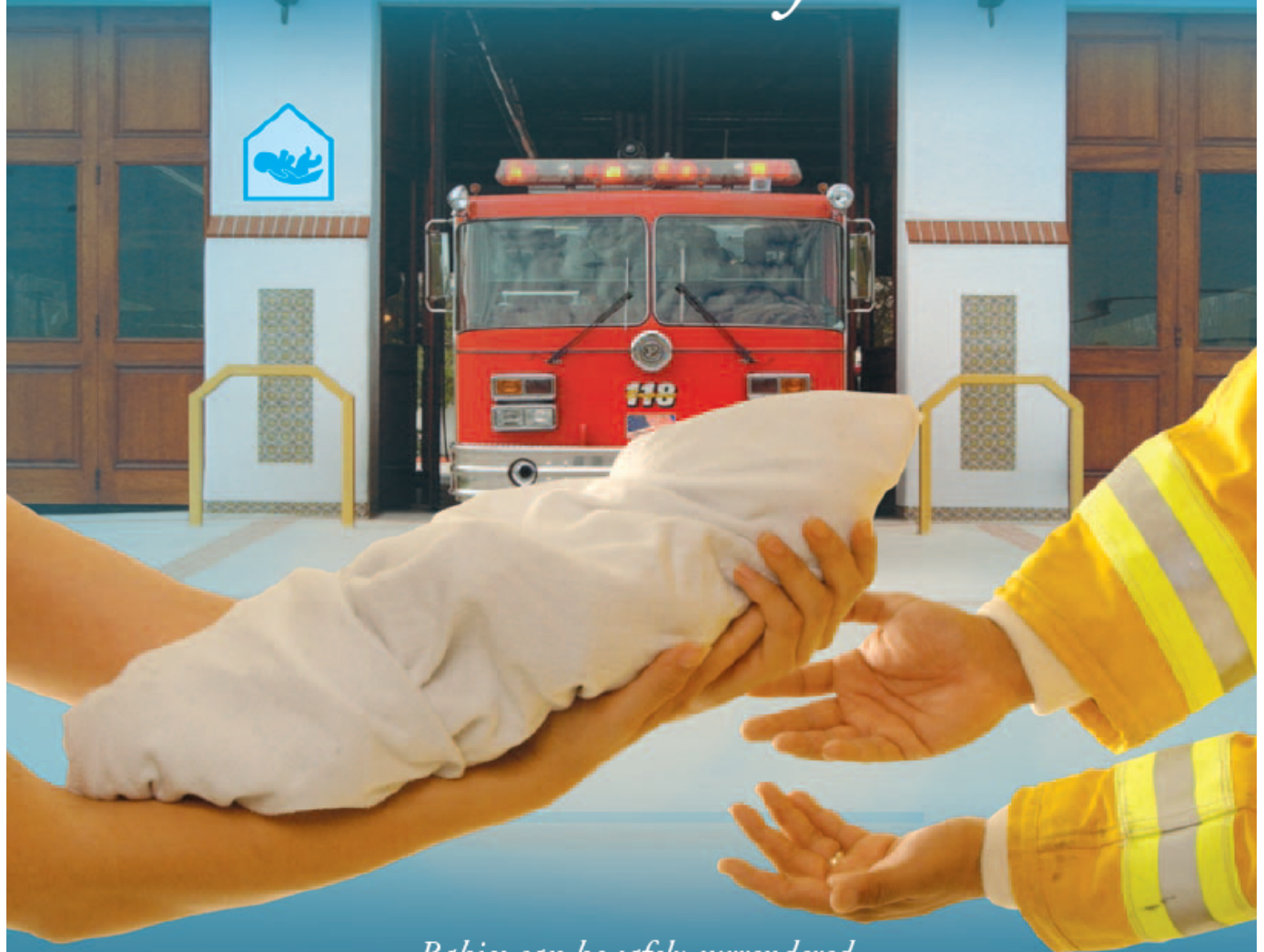
Notice **1015** (Rev. 12-2016)  
 Cat. No. 205991

# **SAFELY SURRENDERED BABY LAW**

**Posters and Fact Sheets are available in English and Spanish for printing purposes  
at the following Website:**

[www.babysafela.org](http://www.babysafela.org)

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

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

[www.babysafela.org](http://www.babysafela.org)



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

www.babysafela.org

# Safely Surrendered Baby Law

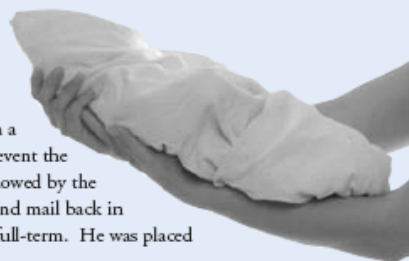
## What is the Safely Surrendered Baby Law?

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

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

## 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.



## 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.

# *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](http://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 Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

## ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

## ¿Por qué se está haciendo esto en California?

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

## Historia de un bebé

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



**APPENDICES K-N  
INTENTIONALLY OMITTED**

**Title 2 ADMINISTRATION  
Chapter 2.206.010 through 2.206.080  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Page 1 of 4

- 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.)

**Title 2 ADMINISTRATION**  
**Chapter 2.206.010 through 2.206.080**  
**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Page 2 of 4

**2.206.030 Applicability.**

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

**2.206.040 Required solicitation and contract language.**

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

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

**2.206.050 Administration and compliance certification.**

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

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

**Title 2 ADMINISTRATION**  
**Chapter 2.206.010 through 2.206.080**  
**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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3. A purchase made through a state or federal contract;
  4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **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.

**Title 2 ADMINISTRATION**  
**Chapter 2.206.010 through 2.206.080**  
**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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- 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.)

Title 5 PERSONNEL  
Chapter 5.09.010 through 5.09.030  
SEXUAL HARASSMENT POLICY

## **Chapter 5.09 SEXUAL HARASSMENT POLICY**

[5.09.010 Sexual harassment prohibited.](#)

[5.09.020 Sexual harassment defined.](#)

[5.09.030 Responsibilities of county personnel.](#)

### **5.09.010 Sexual harassment prohibited.**

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

- A. Dissuade such practices through communication, training and other appropriate methods that will sensitize employees and all persons involved with the county work force concerning sexual harassment issues;
- B. Investigate all observed or reported instances of sexual harassment, and take appropriate corrective action, including disciplinary action, when warranted;
- C. Provide an internal complaint process for employees who experience or witness a violation of the sexual harassment policy which will protect employee confidentiality to the extent legally permissible, shield the individual from retaliation, and allow for appropriate corrective action. (Ord. 94-0074 § 2 (part), 1994.)

### **5.09.020 Sexual harassment defined.**

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

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- B. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- C. Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment. (Ord. 94-0074 § 2 (part), 1994.)

Title 5 PERSONNEL  
Chapter 5.09.010 through 5.09.030  
SEXUAL HARASSMENT POLICY

**5.09.030 Responsibilities of county personnel.**

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

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

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

1. The county's sexual harassment policy is disseminated to every employee in the department;
2. All managers and supervisory personnel are held accountable for complying with the county's sexual harassment policy; and
3. A process for promptly responding to and resolving sexual harassment complaints within the department is in place and is communicated to all employees.

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

1. Ensuring that all employees in their areas of responsibility are aware of the county's sexual harassment policy;
2. Ensuring that all personnel decisions are made in accordance with this policy; and
3. Implementing and/or recommending immediate and appropriate corrective action when warranted.

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

Title 5 PERSONNEL  
Chapter 5.09.010 through 5.09.030  
SEXUAL HARASSMENT POLICY

Page 3 of 4

1. Educating managers, supervisors and employees, and informing them of their rights and responsibilities under the county's sexual harassment policy;
2. Developing processes for conducting investigations of alleged violations and advising management on corrective actions when such actions appear to be warranted;
3. Investigating employee complaints of sexual harassment when filed with the OAAC;
4. Responding to charges of sexual harassment filed by county employees with state and federal enforcement agencies; and
5. Investigating, at the request of a department head, employee complaints of sexual harassment or complaints of other types of employment discrimination, harassment or related misconduct prohibited by federal or state law, or County ordinance, policy, or departmental regulation. (Ord. 2003-0040 § 1, 2003: Ord. 94-0074 § 2 (part), 1994

**SEXUAL HARRASSMENT/DISCRIMINATION/RETALIATION  
PROHIBITED FORM**

Page 4 of 4

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

**Los Angeles County Probation Department  
Attn: Contracts & Grants Management Division  
9150 East Imperial Highway, Room D-29  
Downey, CA 90242**

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

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

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

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

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

NAME (PRINT):	
POSITION:	
SIGNATURE:	DATE: