



PROBATION DEPARTMENT

REQUEST FOR PROPOSALS

FOR

DIALECTICAL BEHAVIOR THERAPY TRAINING SERVICES

October 6, 2022

**Prepared By
County of Los Angeles**

RFP # 6402207

TABLE OF CONTENTS

| | | |
|----------|---|----------|
| 1 | INTRODUCTION | 1 |
| 2 | PURPOSE-AGREEMENT FOR DIALECTICAL BEHAVIOR THERAPY (DBT) TRAINING SERVICES | 1 |
| | 2.1 Statement of Work | 1 |
| | 2.2 Sample Agreement: County Terms and Conditions..... | 1 |
| 3 | PROPOSER'S MINIMUM MANDATORY QUALIFICATIONS | 2 |
| 4 | COUNTY'S RIGHTS AND RESPONSIBILITIES..... | 3 |
| | 4.1 Representations Made Prior to Contract Execution..... | 3 |
| | 4.2 Final Contract Award by the Board of Supervisors | 3 |
| | 4.3 County's Option to Reject Proposals | 3 |
| | 4.4 County's Right to Amend Request for Proposals..... | 4 |
| | 4.5 Background and Security Investigations..... | 4 |
| | 4.6 County's Quality Assurance Plan | 5 |
| 5 | PROPOSER'S REQUIREMENTS AND CERTIFICATIONS | 6 |
| | 5.1 Notice to Proposers Concerning the Public Records Act..... | 6 |
| | 5.2 Contact with County Personnel | 7 |
| | 5.3 Mandatory Requirement to Register on County's WebVen | 7 |
| | 5.4 Protest Policy Review Process | 7 |
| | 5.5 Injury and Illness Prevention Program..... | 8 |
| | 5.6 Confidentiality and Independent Contractor Status | 8 |
| | 5.7 Conflict of Interest..... | 8 |
| | 5.8 Determination of Proposer Responsibility..... | 9 |
| | 5.9 Proposer Debarment | 10 |
| | 5.10 Adherence to County's Child Support Compliance Program | 12 |
| | 5.11 Gratuities | 12 |
| | 5.12 Notice to Proposers Regarding the County Lobbyist Ordinance..... | 13 |
| | 5.13 Federal Earned Income Credit..... | 13 |
| | 5.14 Consideration of GAIN-GROW Participants for Employment | 13 |
| | 5.15 Recycled Bond Paper..... | 14 |
| | 5.16 Jury Service Program | 14 |
| | 5.17 Intentionally Omitted..... | 15 |

TABLE OF CONTENTS

| | | |
|----------|--|-----------|
| 5.18 | Notification to County of Pending Acquisitions/Mergers by Proposing Company | 15 |
| 5.19 | Proposer's Charitable Contributions Compliance | 16 |
| 5.20 | Defaulted Property Tax Reduction Program | 17 |
| 5.21 | Time Off for Voting | 18 |
| 5.22 | Proposer's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking..... | 18 |
| 5.23 | Intentionally Omitted | 18 |
| 5.24 | Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT) | 18 |
| 5.25 | Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices | 19 |
| 5.26 | Prohibition from Participation in Future Solicitation(s) | 19 |
| 5.27 | COVID-19 Vaccinations of County Contractor Personnel..... | 20 |
| 6 | COUNTY'S PREFERENCE PROGRAMS | 20 |
| 6.1 | Overview of County's Preference Programs..... | 20 |
| 6.2 | Local Small Business Enterprise (LSBE) Preference Program..... | 20 |
| 6.3 | Local Small Business Enterprise (LSBE) Prompt Payment Program | 21 |
| 6.4 | Social Enterprise (SE) Preference Program | 21 |
| 6.5 | Disabled Veteran Business Enterprise (DVBE) Preference Program | 22 |
| 7 | PROPOSAL SUBMISSION REQUIREMENTS | 23 |
| 7.1 | Proposal Submission Information | 23 |
| 7.2 | Truth and Accuracy of Representations..... | 23 |
| 7.3 | RFP Timetable..... | 23 |
| 7.4 | Solicitation Requirements Review | 24 |
| 7.5 | Proposers' Questions | 25 |
| 7.6 | Intentionally Omitted | 25 |
| 7.7 | Virtual Mandatory Proposers' Conference | 25 |
| 7.8 | Preparation of the Proposal..... | 26 |
| 7.9 | Business Proposal Format..... | 26 |
| 7.10 | Cost Proposal Format..... | 33 |
| 7.11 | Firm Offer-Withdrawal of Proposal | 33 |
| 7.12 | Proposal Submission | 34 |

TABLE OF CONTENTS

| | | |
|----------|---|-----------|
| 8 | SELECTION PROCESS AND EVALUATION CRITERIA..... | 35 |
| 8.1 | Selection Process | 35 |
| 8.2 | Adherence to Minimum Mandatory Requirements (Pass-Fail) | 35 |
| 8.3 | Disqualification Review..... | 36 |
| 8.4 | Business Proposal Evaluation and Criteria (100%) | 36 |
| 8.5 | Intentionally Omitted..... | 38 |
| 8.6 | Intentionally Omitted | 38 |
| 8.7 | Department's Proposed Contractor Selection Review | 38 |
| 8.8 | County Independent Review Process..... | 40 |

TABLE OF CONTENTS

APPENDICES:

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

1 INTRODUCTION

- 1.1 The Los Angeles County Probation Department (Probation) is issuing this Request for Proposals (RFP) to solicit proposals for a Contract with an organization who can provide Dialectical Behavior Therapy (DBT) Training Services.

The purpose of this RFP is to select a Contractor to provide Dialectical Behavior Therapy (DBT) training, related activities, certification, coaching, consultation, coaching observations, group facilitations skills, and assessment of trainers to Probation for staff to become master trainers.

- 1.2 Titles, captions, and headings contained in this solicitation are inserted as a matter of convenience and for reference and are not intended and shall not be deemed or construed to define, limit, extend or otherwise describe the scope or any provision of this solicitation.

2 PURPOSE-AGREEMENT FOR DIALECTICAL BEHAVIOR THERAPY (DBT) TRAINING SERVICES

2.1 Statement of Work

- 2.1.1 The Contractor shall provide DBT training services. The Contractor shall be expected to implement the requirements outlined in Appendix A (Statement of Work) of this RFP.

2.2 Sample Agreement: County Terms and Conditions

- 2.2.1 The Contractor shall be expected to implement the requirements outlined in Appendix C (Sample Contract) of this RFP.

2.2.2 Anticipated Contract Term

The Contract term shall be for a one (1) year period, 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 two (2) additional one (1) year periods for a total maximum Contract term of three (3) 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.

2.2.3 Contract Rates

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

2.2.4 Days of Operation

The Contractor shall provide DBT training services Monday through Friday except on approved County holidays from 8:00 a.m. to 5:00 p.m. PT. County Program Manager will provide the Contractor a list of approved County Holiday upon request by the Contactor.

2.2.5 Indemnification and Insurance

The Contractor shall be required to comply with the provisions contained in Paragraph 8.23 (Indemnification) 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 Paragraph 8.24 (General Provisions for all Insurance Coverage) and Paragraph 8.25 (Insurance Coverage) of Appendix C (Sample Contract).

2.2.6 Health Insurance Portability and Accountability Act of 1996

The Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, as contained in Exhibit N (Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) of Appendix C (Sample Contract).

3 PROPOSER'S MINIMUM MANDATORY QUALIFICATIONS

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

3.1.1 The Proposer must attend the Virtual Mandatory Proposers' Conference scheduled for **October 26, 2022, 1:00 p.m., PT.**

- 3.1.2 The Proposer must submit a proposal by **November 17, 2022, 12:00 p.m., PT.**
- 3.1.3 The Proposer must demonstrate a minimum of three (3) years' experience within the past five (5) years providing Dialectical Behavior Therapy (DBT) training services to businesses and/or governmental agencies.
- 3.1.4 If the Proposer's compliance with a County Contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, the Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

4 COUNTY'S RIGHTS AND RESPONSIBILITIES

4.1 Representations Made Prior to Contract Execution

- 4.1.1 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.

4.2 Final Contract Award by the Board of Supervisors

- 4.2.1 Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant 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.

4.3 County's Option to Reject Proposals

- 4.3.1 The Proposers are hereby advised that this RFP is a 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 this 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.

4.4 County's Right to Amend Request for Proposals

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

4.5 Background and Security Investigations

- 4.5.1 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 4.5.1.1 through 4.5.1.6. 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.
- 4.5.1.1 The Contractor shall submit the names of the Contractor's or subcontractor's employees to the County's Program Manager prior to the employee starting work on this Contract. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of the Contractor's or subcontractor's employees. The County shall have the right to conduct background investigations of the Contractor's or subcontractor's employees at any time. **The Contractor's or the subcontractor's employees shall not begin work on this Contract before receiving written notification of clearance from the County.**
- 4.5.1.2 No personnel employed by the Contractor or the subcontractor for this service having access to Probation

information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.

- 4.5.1.3 The County reserves the right, in its sole discretion, to preclude the Contractor or the subcontractor from employment or continued employment of any individual performing services under this Contract.
- 4.5.1.4 No Contractor or subcontractor staff providing services under this Contract shall be on active probation or parole.
- 4.5.1.5 The Contractor or the subcontractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
- 4.5.1.6 Because the County is charged by the State for checking the criminal records of the Contractor's or the subcontractor's employees, the County will bill the Contractor to recover these expenses. The current amount is forty-nine dollars (\$49.00) per record check, which is subject to change by the State.

4.6 County's Quality Assurance Plan

- 4.6.1 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 the Contractor's compliance with all terms and conditions in the Contract and performance standards identified in Appendix A (Statement of Work). The 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 the 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 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) Probation receives a letter from the recommended Proposer's authorized officer that the negotiated Contract is the firm offer of the recommended Proposer; and 3) Probation 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 (Services Contract Solicitation Protest).

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," the 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

- 5.2.1 All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed 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
Fax#: (562) 658-2307

If it is discovered that the 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

- 5.3.1 Prior to a Contract award, all potential Contractors must register in the County's WebVen. 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 (Grounds for Review) 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 paragraphs below. It is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed Contract award.
- 5.4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of Contract based on a Proposer protest. In all cases, the County reserves the right to make

an award when it is determined to be in the best interest of the County of Los Angeles to do so.

5.4.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services Contract provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:

- 5.4.3.1 Review of Solicitation Requirements (reference Paragraph 7.4 Proposal Submission Requirements Section)
- 5.4.3.2 Review of Disqualified Proposal (reference Paragraph 8.3 Selection Process and Evaluation Criteria Section)
- 5.4.3.3 Review of Proposed Contractor Selection (reference Paragraph 8.7 Selection Process and Evaluation Criteria Section)

5.5 Injury and Illness Prevention Program

- 5.5.1 The Contractor shall be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 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

- 5.6.1 As appropriate, the Contractor shall be required to comply with Paragraph 7.6 (Confidentiality) and Paragraph 8.22 (Independent Contractor Status), contained in Appendix C (Sample Contract).

5.7 Conflict of Interest

- 5.7.1 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. The 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 The Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any Contracts, including but not limited to County Contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
- 5.8.3 The County may declare a Proposer to be non-responsible for purposes of 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 subcontractors of the Proposers on County Contracts.

5.9 Proposer Debarment

- 5.9.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County Contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing Contracts with the 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 the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 5.9.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented

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

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

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

5.11 Gratuities

5.11.1 Attempt to Secure Favorable Treatment

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

5.11.2 Proposer Notification to County

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

5.11.3 Form of Improper Consideration

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

5.12 Notice to Proposers Regarding the County Lobbyist Ordinance

5.12.1 The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the “Lobbyist Ordinance”, defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or Contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office’s List of Terminated Registered Lobbyists by completing and submitting 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 subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Appendix I (IRS Notice 1015).

5.14 Consideration of GAIN-GROW Participants for Employment

As a threshold requirement for consideration for Contract award, the 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. The 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.

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

- 5.15.1 The 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 Jury Service Program

- 5.16.1 The prospective Contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read Appendix G (Jury Service Ordinance) and 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 the Contractors and their subcontractors.

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

- 5.16.2 The Jury Service Program requires the Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five (5) 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 deducts 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 forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. 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 ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program.

- 5.16.3 There are two (2) ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County Contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to the Contractors that have 1) ten (10) 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 the 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.
- 5.16.4 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.

5.17 Intentionally Omitted

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

- 5.18.1 The Proposer shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Proposer is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual

acquisitions/mergers. This information shall be provided by the Proposer in Exhibits 1 and 1a (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. The Proposer shall have a continuing obligation to notify the County and update any changes to its response in Exhibits 1 and 1a (Proposer's Organization Questionnaire/Affidavit and CBE Information) during the solicitation.

5.19 Proposer's Charitable Contributions Compliance

- 5.19.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read Appendix M (Background and Resources: California Charities Regulation). New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over two million dollars (2,000,000) of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.
- 5.19.2 All Prospective Contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit 19 (Charitable Contributions Certification) in Appendix D (Required Forms). A completed Exhibit 19 (Charitable Contributions Certification) is a required part of any agreement with the County.
- 5.19.3 In Exhibit 19 (Charitable Contributions Certification), prospective Contractors certify either that:
 - 5.19.3.1 They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement,

- OR -

- 5.19.3.2 They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.
- 5.19.4 Prospective County Contractors that do not complete Exhibit 19 (Charitable Contributions Certification) as part of the solicitation process may, in the County's sole discretion, be disqualified from Contract award. A County Contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202)

5.20 Defaulted Property Tax Reduction Program

- 5.20.1 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 N (Defaulted Tax Program Ordinance) and the pertinent provisions in 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 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 the Contractors and their subcontractors.

The 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 Exhibit 20 (Certification of Compliance with the County's Defaulted Property Tax Reduction Program) in Appendix D (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Contract or initiation of debarment proceedings against the non-compliant 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.

5.21 Time Off for Voting

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

5.22 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking

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

The 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, the Contractors are required to comply with the requirements under said provision for the term of any Contract awarded pursuant to this solicitation.

5.23 Intentionally Omitted

5.24 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

- 5.24.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.24.2 Upon Contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit

authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

- 5.24.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.24.4 Upon Contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5.25 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952.

The Contractors are required to complete Exhibit 23 (Compliance with Fair Chance Employment Hiring Practices Certification) in Appendix D (Required Forms), certifying that they, and their subcontractors, are in full compliance with Section 12952, as indicated in the Sample Contract. Further, the Contractors are required to comply with the requirements under Section 12952 for the term of any Contract awarded pursuant to this solicitation.

5.26 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract.

5.27 COVID-19 Vaccinations of County Contractor Personnel

The Proposers are advised that it must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 – Administration, Division 4 as a condition of performing work under any awarded Contract resulting from this solicitation. The Proposers are advised to review the requirements of Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) and the sample contract requirements prior to submitting a proposal to this solicitation. A completed Exhibit G (COVID-19 Vaccination Certification of Compliance) of Appendix C (Sample Contract) is a required part of any agreement with the County.

6 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 Paragraphs 6.2, 6.4, and 6.5 of this solicitation.
- 6.1.3 In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other County preference program to exceed fifteen percent (15%) in response to any County solicitation.
- 6.1.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.
- 6.1.5 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

6.2 Local Small Business Enterprise (LSBE) Preference Program

- 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' (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 Website at <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

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:
 - 7) 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:
- 7) 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's inclusion policy that meets the criteria set forth by the agencies in Section 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 <https://caleprocure.ca.gov/pages/sbdvbe-index.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: <https://www.va.gov/osdbu/>

7 PROPOSAL SUBMISSION REQUIREMENTS

7.1 Proposal Submission Information

- 7.1.1 Section 7 (Proposal Submission Requirements) contains key project dates and activities as well as instructions to the Proposers in how to prepare and submit their proposal.

7.2 Truth and Accuracy of Representations

- 7.2.1 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.

7.3 RFP Timetable

- 7.3.1 The timetable for this RFP is as follows:

- Release of RFP.....**October 6, 2022**
- Request for a Solicitation Requirement Review Due.....**October 19, 2022, 12:00 p.m., PT**
- Written Questions Due.....**October 19, 2022, 12:00 p.m., PT**
- R.S.V.P. for the Virtual Mandatory Proposers’ Conference.....**October 25, 2022, 12:00 p.m., PT**

- Virtual Mandatory Proposers' Conference.....**October 26, 2022, 1:00 p.m., PT**
- **Proposals due by.....November 17, 2022, 12:00 p.m., PT**

7.4. Solicitation Requirements Review

7.4.1 Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E (RFP Transmittal Form to Request a Solicitation Requirements Review) to the Department conducting the solicitation as described in Paragraph 7.4 (Solicitation Requirements Review). 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 is made within the time frame identified in the solicitation document (generally within ten (10) business days of the issuance of the solicitation document);
2. The request includes documentation (e.g., letterhead, business cards, etc.), which identifies the underlying authority of the person or entity to submit a proposal;
3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request 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
Fax #: (562) 658-2307**

7.5 Proposers' Questions

- 7.5.1 The 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 **October 19, 2022, 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. The 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 the 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**

7.6 Intentionally Omitted

7.7 Virtual Mandatory Proposers' Conference

- 7.7.1 A Virtual Mandatory Proposers' Conference will be held to discuss the RFP. The 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.

- 7.7.2 Prospective Proposers shall R.S.V.P. to the contract analyst identified in 7.5.1 on or before **October 25, 2022, 12:00 p.m., PT.** The Proposers must provide the name, title, e-mail address, and phone number of the representatives who will be attending the Virtual Mandatory Proposers' Conference. The County will be using Microsoft Teams live steaming video conferencing platform for this event. Prospective Proposers who R.S.V.P. for the conference will receive an emailed invitation with the Microsoft Teams meeting URL.

7.8 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.

7.9 Business Proposal Format

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

- 7.9.1.1 Proposer's Organization Questionnaire/Affidavit and Required Support Documents for Corporations and Limited Liability Companies
- 7.9.1.2 Table of Contents
- 7.9.1.3 Executive Summary (Section A)
- 7.9.1.4 Proposer's Qualifications (Section B)
- 7.9.1.5 Proposer's Approach to Provide Required Services (Section C)
- 7.9.1.6 Proposer's Quality Control Plan (Section D)
- 7.9.1.7 Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of/or Exceptions to (Section E)
- 7.9.1.8 Business Proposal Required Forms (Section F)
- 7.9.1.9 Intentionally Omitted

7.9.2 Proposer's Organization Questionnaire/Affidavit and Required Support Documentation

The Proposer shall complete, sign and date Exhibits 1 and 1a (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, the Proposer shall determine which of the below referenced supporting documents the County requires. If the Proposer's organization does not fit into one of these categories, upon receipt of the proposal or at some later time, the County may, in its discretion, request additional documentation regarding the Proposer's business organization and authority of individuals to sign Contracts.

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

7.9.3 Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the proposal:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

7.9.4 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.

7.9.5 Table of Contents

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

7.9.6 Executive Summary (Section A)

Condense and highlight the contents of the Proposer's Business Proposal to provide the Probation Department with a broad

understanding of the Proposer's approach, qualifications, experience, and staffing.

7.9.7 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:

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

Provide a summary of relevant background information to demonstrate that the Proposer meets the minimum requirement(s) stated in Section 3 (Proposer's Minimum Mandatory Qualifications) of this RFP and has the capability to perform the required services as a corporation or other entity.

Include a resume for the Project Director, demonstrating that the Project Director has provided or administered the required services for a minimum of three (3) years within the last five (5) years and/or holds a bachelor's degree, in counseling, psychology, social work, sociology, criminal justice or a related field, and is a current employee of the agency. The resume must include dates for the positions listed.

7.9.7.2 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 Exhibit 2 (Prospective Contractor References) and Exhibit 3 (Prospective Contractor List of Contracts) in Appendix D (Required Forms).

1. The County may disqualify a Proposer as non-responsive and/or non-responsible if:
 - a) references fail to substantiate the Proposer's description of the services provided; or
 - b) references fail to support that the Proposer has a continuing pattern of providing capable, productive and skilled personnel, or

- c) 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.
- 2) The Proposer must complete and include the following Required Forms:
 - a) Exhibit 2 (Prospective Contractor References) in Appendix D (Required Forms). The 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 first three (3) listed will be contacted.
 - b) Exhibit 3 (Prospective Contractor List of Contracts) in Appendix D (Required Forms). The listing must include all Public Entities Contracts for the last three (3) years. Use additional sheets if necessary.
 - c) Exhibit 4 (Prospective Contractor List of Terminated Contracts) in Appendix D (Required Forms). Listing must include Contracts terminated within the past three (3) years with a reason for termination.

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

Provide copies of the company's most current and prior two (2) fiscal years (for example 2021 and 2020) 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.

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

Identify by name, case and court jurisdiction any pending litigation in which the Proposer is involved, or judgments against the 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.

7.9.8 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.

7.9.9 Proposer's Quality Control Plan (Section D)

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

The following factors may be included in the plan:

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

7.9.10 Proposer's Green Initiatives

Present a description of proposed plan for complying with the green requirements as described in Section 11.0 of the SOW. Describe your company's current environmental policies and practices and those proposed to be implemented.

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

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

7.9.11.2 Section E of the Proposer's response must include:

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

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

For each exception, the Proposer shall provide:

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

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

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

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

7.9.12 Business Proposal Required Forms (Section F)

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

| | |
|------------|--|
| Exhibit 1 | Proposer's Organization Questionnaire/Affidavit |
| Exhibit 1a | Community Business Enterprise (CBE) Information |
| Exhibit 2 | Prospective Contractor References |
| Exhibit 3 | Prospective Contractor List of Contracts |
| 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 |
| Exhibit 11 | Budget Sheet |
| Exhibit 12-13a | Cost Forms, included in the Cost Proposal |
| Exhibits 14-18 | Intentionally Omitted |
| Exhibit 19 | Charitable Contributions Certification |
| Exhibit 20 | Certification of Compliance with the County's Defaulted Property Tax Reduction Program |
| Exhibit 21 | Zero Tolerance Policy on Human Trafficking Certification |
| Exhibit 22 | Intentionally Omitted |
| Exhibit 23 | Compliance with Fair Chance Employment Hiring Practices Certification |

7.9.13 Intentionally Omitted

7.10 Cost Proposal Format

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

- 7.10.1.1 Cover Page identifying, at a minimum, the RFP and the Proposer's name.
- 7.10.1.2 Exhibit 11 (Budget Sheet)
- 7.10.1.3 Exhibit 12 (Certification of Independent Price Determination and Acknowledgement of RFP Restrictions)
- 7.10.1.4 Exhibit 13 (Sample Budget Sheet)
- 7.10.1.5 Exhibit 13a (Budget Narrative)
- 7.10.1.6 Exhibit 14 – Intentionally Omitted

7.11 Firm Offer-Withdrawal of Proposal

7.11.1 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.

7.12 Proposal Submission

- 7.12.1 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 DIALECTICAL BEHAVIOR
THERAPY (DBT) TRAINING SERVICES”**

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

**“COST PROPOSAL FOR DIALECTICAL BEHAVIOR THERAPY
(DBT) TRAINING 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 7.3 (RFP Timetable), will not be accepted and returned to the sender unopened. Timely hand-delivered proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

All proposals shall be firm offers and may not be withdrawn for a period of one hundred eighty (180) days following the last day to submit proposals.

8 SELECTION PROCESS AND EVALUATION CRITERIA

8.1 Selection Process

- 8.1.1 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 **November 17, 2022, 12:00 p.m., PT.**

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 the 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 the 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 the 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 Mandatory Requirements (Pass-Fail)

- 8.2.1 The County shall review Exhibits 1 (Proposer's Organization Questionnaire/Affidavit) in Appendix D (Required Forms) and determine if the Proposer meets the minimum mandatory requirements as outlined in Paragraph 3 (Proposer's Minimum Mandatory 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

- 8.3.1 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 request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
2. 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.

The Proposer can also be disqualified for Paragraph 5.8 (Determination of Proposer Responsibility).

8.4 Business Proposal Evaluation and Criteria (100%)

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

8.4.2 Proposer's Qualifications (55%)

Proposer's Background and Experience (35%)

The 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 Subparagraph 7.9.7.1 (Proposer's Background and Experience (Section B.1)) of the proposal.

Proposer's References/Work History (20%)

The Proposer will be evaluated on the verification of references provided in Subparagraph 7.9.7.2 (Proposer's References (Section B.2)) of the proposal. In addition to the references provided, a review will include the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other Contracts. This review may result in point deductions up to one hundred percent (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 Subparagraph 7.9.7.3 (Proposer's Financial Capability (Section 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 Subparagraph 7.9.7.4 (Proposer's Pending Litigation and Judgment (Section B.4)) of the proposal.

8.4.3 Proposer's Approach to Providing Required Services (35%)

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 Subparagraph 7.9.8 (Proposer's Approach to Provide Required Services (Section C)) of the proposal.

8.4.4 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 Subparagraph 7.9.9 (Proposer's Quality Control Plan (Section D)) of the proposal.

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

The Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in Appendix C (Sample Contract) and the Requirements of the Statement of Work outlined in Exhibit A (Statement of Work), as stated in Subparagraph 7.9.11 (Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of/or Exceptions to (Section E)) of the proposal. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

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

8.4.6 Intentionally Omitted

8.5 Intentionally Omitted

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 the 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 Proposed Contractor Selection Review), 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 Subparagraph 8.7.2 (Proposed Contractor Selection Review) 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 request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
2. 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
3. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review. (See Paragraph 8.8 (County Independent Review Process) below.)

8.8 County Independent Review Process

- 8.8.1 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 request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
2. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Paragraph 8.7.2 (Proposed Contractor Selection Review) above.

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

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APPENDICES

| | |
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| APPENDIX A: | STATEMENT OF WORK |
| APPENDIX B: | STATEMENT OF WORK TECHNICAL EXHIBITS |
| APPENDIX C: | SAMPLE CONTRACT |
| APPENDIX D: | REQUIRED FORMS |
| APPENDIX E: | RFP TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW |
| APPENDIX F: | COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS |
| APPENDIX G: | JURY SERVICE ORDINANCE |
| APPENDIX H: | LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY |
| APPENDIX I: | IRS NOTICE 1015 |
| APPENDIX J: | INTENTIONALLY OMITTED |
| APPENDIX J-1: | INTENTIONALLY OMITTED |
| APPENDIX K: | INTENTIONALLY OMITTED |
| APPENDIX L | INTENTIONALLY OMITTED |
| APPENDIX M: | BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION |
| APPENDIX N: | DEFAULTED PROPERTY TAX REDUCTION PROGRAM |

APPENDIX A

STATEMENT OF WORK

TABLE OF CONTENTS

| <u>SECTION</u> | <u>TITLE</u> | <u>PAGE</u> |
|-----------------------|---|--------------------|
| 1.0 | SCOPE OF WORK..... | 1 |
| 2.0 | SPECIFIC TASKS | 1 |
| 3.0 | QUALITY CONTROL PLAN..... | 2 |
| 4.0 | QUALITY ASSURANCE PLAN..... | 3 |
| 5.0 | DEFINITIONS | 4 |
| 6.0 | RESPONSIBILITIES..... | 5 |
| | <u>COUNTY</u> | |
| 6.1 | Personnel | 5 |
| 6.2 | Intentionally Omitted | 6 |
| | <u>CONTRACTOR</u> | |
| 6.3 | Project Director | 6 |
| 6.4 | Personnel | 7 |
| 6.5 | Uniforms/Identification Badges..... | 8 |
| 6.6 | Intentionally Omitted | 8 |
| 6.7 | Intentionally Omitted | 8 |
| 6.8 | Contractor's Office | 8 |
| 7.0 | HOURS/DAYS OF WORK..... | 8 |
| 8.0 | INTENTIONALLY OMITTED | 8 |
| 9.0 | UNSCHEDULED WORK | 8 |
| 10.0 | INTENTIONALLY OMITTED | 8 |
| 11.0 | GREEN INITIATIVES | 8 |
| 12.0 | PERFORMANCE REQUIREMENTS SUMMARY | 9 |

EXHIBIT A STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Contractor shall provide Dialectical Behavior Therapy (DBT) training and related activities, certification, coaching, consultation, coaching observations, group facilitations skills, and assessment of trainers to the Probation Department and the Department of Mental Health (hereinafter referred to as County) staff to become master trainers.

2.0 SPECIFIC TASKS

To meet the stated goals and objectives, the Contractor shall provide the following training at a designated Probation facility:

2.1 The Contractor shall provide a two (2) day training for County Administrators. The County Program Manager will provide Contractor with the list of County Administrators who will attend the two (2) day training and will coordinate with the Contractor on the dates and time of the training. The Contractor is responsible for any travel cost for their staff.

2.2 The Contractor shall establish Phase I DBT Initial Training and Phase II DBT training and activities for master trainers. Phase I and Phase II dates and times will be in coordination with County Program Manager.

2.2.1 Phase I DBT Initial Training

2.2.1.1 The Contractor shall provide five (5) initial six (6) day trainings to County staff, between 10 to 20 staff per training, or a total of 30 days. The County Program Manager will provide Contractor a list of staff who will attend the trainings. The Contractor is responsible for any travel cost for their staff.

2.2.2 Phase II DBT Training and Activities

2.2.2.1 The Contractor shall provide County staff one-year of intermittent training. These trainings will be a combination of virtual and in-person as determined by the County. After the initial year, the Contractor shall certify County staff as DBT master trainer to train other County staff.

2.2.2.2 The training shall consist of coaching, scheduled booster training, group facilitation skills training, consultation and support for the implementation and sustainability of DBT.

2.2.2.3 Sustainability Activities shall include:

- a. One (1) hour of consultation teleconference calls for the master trainers each month.
- b. One (1) hour of administrative support via teleconference call each month.
- c. Conduct monthly assessments of the master trainers.

2.2.3 Provide in-person booster training, observation coaching, and consultation for trainers for up to 50 days.

2.4 DBT Replacement/Refresher Training

2.4.1 Six (6) days of Initial Replacement Training as needed by County.

2.4.2 Two (2) days of Refresher Training which consists for a total of three (3), spread out over a one (1) year.

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 the County review and approval, and shall include, but are not limited to, the following:

- 3.1 An inspection system covering all the services listed on Technical Exhibit 1 (Performance Requirements Summary Chart). It must specify the activities to be inspected on a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by County during the term of the Contract as set forth in Contract, Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of the Contract.

- 3.4 The methods for ensuring 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) which would result in the Contractor's inability to perform the terms of the Contract.
- 3.5 The methods to ensure confidentiality of adult 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 an annual basis. Such evaluation will include assessing the Contractor's compliance with all the Contract terms and performance standards. Any deficiencies which the County determines are severe, continuing, and 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 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 under this Contract, who are deemed unsatisfactory in the sole judgement of the County's Program Manager. The Contractor personnel will be removed and replaced by the Contractor within twenty-four (24) hours at the 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 CDR shall be issued as referenced in Technical Exhibit 2 (Contract Discrepancy Report) of Appendix B (Statement of Work Technical Exhibits). Upon receipt of a CDR, 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 CDR to the County's Program Manager within ten (10) business days of receipt of the CDR.

4.5 County Observations

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

5.0 **DEFINITIONS**

- 5.1 Acceptable Qualify Level Standard (AQLS) – A measure to express the variance from a standard before the County 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 the County 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. Pacific Time (PT), not including any County holidays.
- 5.3 Contract Discrepancy Report (CDR) – A report prepared by the County's Program Manager to inform the Contractor of substandard service.
- 5.4 Contract Start Date – The date the Contractor begins work in accord 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 and/or administrative matters relating to this Contract.
- 5.7 County's Contract Monitor – Person who monitors the Contract and provides reports to the County's Contract Manager and County's Program Manager.
- 5.8 County's Program Manager – Person designated by the County to manage the operations under this Contract.
- 5.9 Dialectical Behavior Therapy (DBT) – is a flexible psychotherapy that comprises elements of behavior therapy, cognitive behavior therapy (CBT), and mindfulness for emotion regulation and reality-testing with concepts of distress tolerance, acceptance, and mindful awareness.
- 5.10 Liquidated Damages – The monetary amount deducted from the Contractor's payment due to non-compliance with the Contract and/or substandard performance.
- 5.11 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the Contract which will be evaluated by the County to ensure Contract performance standards are met.
- 5.12 Quality Control Plan – All necessary measures taken by the Contractor to assure that the quality of service meets the Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the SOW.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

Then County will administer the Contract according to the Contract, 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 fulltime officer or employee as the Project Director. The Project Director/authorized agent shall be available for telephone contact between 8:00 a.m. and 5:00 p.m. PT, Monday through Friday, excluding County holidays. The Project Director shall provide management and coordination of this Contract and shall act as the sole contact person with the County.

6.3.2 When the Contract work is being performed at times other than described above or when the Project Director cannot be present, and with prior approval of the County's Program Manager, an equally responsible agent shall be designated to act as the Project Director.

6.3.3 The Project Director shall have provided or administered the required services for a minimum of three (3) years within the last five (5) years and/or hold a bachelor's degree in counseling, psychology, social work, sociology, criminal justice or a related field, and is a current employee of the agency.

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 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 of 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 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 the Contractor's staff who perform work hereunder and any proposed changes to the Contractor's staff. The Contractor shall immediately remove and replace any employee from work on this Contract within twenty-four (24) hours after a request by the County's Contract Manager.
- 6.4.5 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 7.5 (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 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 7.5 (Background and Security Investigations) of the Contract.
- 6.4.9 The Contractor shall not employ any person under the age of twenty-one (21) years unless the Contractor receives written approval by the County.

6.5 Uniforms/Identification Badges

The Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification) of the Contract.

6.6 Intentionally Omitted

6.7 Intentionally Omitted

6.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. and 5:00 p.m. PT, Monday through Friday, by at least one employee who can respond to inquiries and complaints, which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall 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

The Contractor shall provide DBT training services Monday through Friday except on approved County holidays from 8:00 a.m. to 5:00 p.m. PT. County Program Manager will provide the Contractor a list of approved County Holiday upon request by the Contractor.

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 GREEN INITIATIVES

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

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

12.0 PERFORMANCE REQUIREMENTS SUMMARY

- 12.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be consistent with the Contract and the 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 the Contractor compliance with this Contract. Failure of the Contractor to achieve this standard may result in an assessment of liquidated damages against the Contractor's monthly payment as determined by the County.
- 12.3 When the Contractor's performance fails to conform to the terms of this Contract, the County will have the option to apply the following remedies:
 - 12.3.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the substandard performance, 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

TABLE OF CONTENTS

| <u>TECHNICAL EXHIBITS</u> | <u>PAGE</u> |
|---|--------------------|
| 1. PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART | 1 |
| 2. CONTRACT DISCREPANCY REPORT | 2 |
| 3. CONFIDENTIALITY OF CORI INFORMATION | 3 |

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

TECHNICAL EXHIBIT 2

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

| | |
|---|---|
| <hr style="border: 1px solid black;"/> Signature of County Representative | <hr style="border: 1px solid black;"/> Date |
|---|---|

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor 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.

APPENDIX C

SAMPLE RFP CONTRACT



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

DIALETICAL BEHAVIOR THERAPY TRAINING

SERVICES

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

| <u>PARAGRAPH</u> | <u>TITLE</u> | <u>PAGE</u> |
|--|---------------------|--------------------|
| RECITALS..... | | 1 |
| 1 APPLICABLE DOCUMENTS..... | | 1 |
| 2 DEFINITIONS..... | | 3 |
| 2.1 Standard Definitions..... | | 3 |
| 3 WORK..... | | 4 |
| 4 TERM OF CONTRACT..... | | 4 |
| 5 CONTRACT SUM..... | | 5 |
| 5.1 Total Contract Sum..... | | 5 |
| 5.2 Written Approval for Reimbursement..... | | 6 |
| 5.3 Notification of 75% of Total Contract Sum..... | | 7 |
| 5.4 No Payment for Services Provided Following Expiration - Termination of Contract..... | | 7 |
| 5.5 Invoices and Payments..... | | 7 |
| 5.6 Intentionally Omitted..... | | 8 |
| 5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer.. | | 8 |
| 6 ADMINISTRATION OF CONTRACT – COUNTY..... | | 9 |
| 6.1 County Administration..... | | 9 |
| 6.2 County’s Contract Manager..... | | 9 |
| 6.3 County’s Program Manager..... | | 9 |
| 6.4 County’s Contract Monitor..... | | 10 |
| 7 ADMINISTRATION OF CONTRACT – CONTRACTOR..... | | 10 |
| 7.1 Contractor Administration..... | | 10 |
| 7.2 Contractor’s Staff..... | | 10 |
| 7.3 Approval of Contractor’s Staff..... | | 10 |
| 7.4 Contractor’s Staff Identification..... | | 11 |
| 7.5 Background and Security Investigations..... | | 11 |
| 7.6 Confidentiality..... | | 12 |
| 8 STANDARD TERMS AND CONDITIONS..... | | 14 |
| 8.1 Amendments..... | | 14 |
| 8.2 Assignment and Delegation/Mergers or Acquisitions..... | | 14 |
| 8.3 Authorization Warranty..... | | 15 |
| 8.4 Budget Reductions..... | | 15 |

SAMPLE CONTRACT PROVISIONS

TABLE OF CONTENTS

| <u>PARAGRAPH</u> | <u>TITLE</u> | <u>PAGE</u> |
|------------------|--|-------------|
| 8.5 | Complaints..... | 15 |
| 8.6 | Compliance with Applicable Law..... | 16 |
| 8.7 | Compliance with Civil Rights Laws..... | 17 |
| 8.8 | Compliance with the County's Jury Service Program..... | 17 |
| 8.9 | Conflict of Interest..... | 19 |
| 8.10 | Consideration of Hiring County Employees Targeted for Layoff or are on a County Re-Employment List..... | 20 |
| 8.11 | Consideration of Hiring GAIN-GROW Participants..... | 20 |
| 8.12 | Contractor Responsibility and Debarment..... | 20 |
| 8.13 | Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law..... | 23 |
| 8.14 | Contractor's Warranty of Adherence to County's Child Support Compliance Program..... | 23 |
| 8.15 | County's Quality Assurance Plan..... | 24 |
| 8.16 | Damage to County Facilities, Buildings or Grounds..... | 24 |
| 8.17 | Employment Eligibility Verification..... | 24 |
| 8.18 | Counterparts and Electronic Signatures and Representations..... | 25 |
| 8.19 | Fair Labor Standards..... | 25 |
| 8.20 | Force Majeure..... | 25 |
| 8.21 | Governing Law, Jurisdiction, and Venue..... | 26 |
| 8.22 | Independent Contractor Status..... | 26 |
| 8.23 | Indemnification..... | 27 |
| 8.24 | General Provisions for all Insurance Coverage..... | 27 |
| 8.25 | Insurance Coverage..... | 31 |
| 8.26 | Liquidated Damages..... | 33 |
| 8.27 | Most Favored Public Entity..... | 34 |
| 8.28 | Nondiscrimination and Affirmative Action..... | 34 |
| 8.29 | Non Exclusivity..... | 36 |
| 8.30 | Notice of Delays..... | 36 |
| 8.31 | Notice of Disputes..... | 36 |
| 8.32 | Notice to Employees Regarding the Federal Earned Income Credit..... | 36 |
| 8.33 | Notice to Employees Regarding the Safely Surrendered Baby Law..... | 36 |
| 8.34 | Notices..... | 37 |

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

| <u>PARAGRAPH</u> | <u>TITLE</u> | <u>PAGE</u> |
|-------------------------|--|--------------------|
| 8.35 | Prohibition Against Inducement or Persuasion..... | 37 |
| 8.36 | Public Records Act..... | 37 |
| 8.37 | Publicity..... | 38 |
| 8.38 | Record Retention and Inspection-Audit Settlement..... | 38 |
| 8.39 | Recycled Bond Paper..... | 39 |
| 8.40 | Subcontracting..... | 40 |
| 8.41 | Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program..... | 41 |
| 8.42 | Termination for Convenience..... | 41 |
| 8.43 | Termination for Default..... | 42 |
| 8.44 | Termination for Improper Consideration..... | 43 |
| 8.45 | Termination for Insolvency..... | 44 |
| 8.46 | Termination for Non-Adherence of County Lobbyist Ordinance..... | 44 |
| 8.47 | Termination for Non-Appropriation of Funds..... | 45 |
| 8.48 | Validity..... | 45 |
| 8.49 | Waiver..... | 45 |
| 8.50 | Warranty Against Contingent Fees..... | 45 |
| 8.51 | Warranty of Compliance with County's Defaulted Property Tax Reduction Program..... | 46 |
| 8.52 | Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program..... | 46 |
| 8.53 | Time Off for Voting..... | 46 |
| 8.54 | Compliance with County's Zero Tolerance Policy on Human Trafficking.... | 46 |
| 8.55 | Intentionally Omitted..... | 47 |
| 8.56 | Compliance with Fair Chance Employment Hiring Practices..... | 47 |
| 8.57 | Compliance with the County Policy of Equity..... | 47 |
| 8.58 | Prohibition from Participation in Future Solicitation(s)..... | 47 |
| 8.59 | COVID-19 Vaccinations of County Contractor Personnel..... | 48 |
| 9 | UNIQUE TERMS AND CONDITIONS..... | 50 |
| 9.1 | Intentionally Omitted..... | 50 |
| 9.2 | Health Insurance Portability and Accountability Act of 1996 (HIPAA)..... | 50 |
| 9.3 | Ownership of Materials, Software, and Copyright..... | 50 |
| 9.4 | Intentionally Omitted..... | 51 |

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

| <u>PARAGRAPH</u> | <u>TITLE</u> | <u>PAGE</u> |
|-------------------------|---|--------------------|
| 9.5 | Contractor's Charitable Activities Compliance..... | 51 |
| 9.6 | Intentionally Omitted..... | 52 |
| 9.7 | Local Small Business Enterprise (LSBE) Preference Program..... | 52 |
| 9.8 | Social Enterprise (SE) Preference Program..... | 53 |
| 9.9 | Disabled Veteran Business Enterprise (DVBE) Preference Program..... | 54 |
| SIGNATURE..... | | 56 |

SAMPLE CONTRACT PROVISIONS

TABLE OF CONTENTS

STANDARD EXHIBITS

(NOT ATTACHED – TO BE INCLUDED IN FINAL CONTRACT)

| | |
|----|---|
| A | Statement of Work (SOW)..... |
| B | Budget Sheet..... |
| C | Intentionally Omitted..... |
| D | Contractor’s EEO Certification..... |
| E | County’s Administration..... |
| F | Contractor’s Administration |
| G | COVID-19 Vaccination Certification of Compliance..... |
| G1 | Contractor Acknowledgement and Confidentiality Agreement..... |
| G2 | Contractor Employee Acknowledgement and Confidentiality Agreement..... |
| G3 | Contractor Non-Employee Acknowledgement and Confidentiality Agreement..... |
| G4 | Employee’s Acknowledgement of Employer..... |
| H | Jury Service Ordinance |
| I | Safely Surrendered Baby Law |
| J | Intentionally Omitted..... |
| K | Intentionally Omitted..... |
| L | Intentionally Omitted..... |
| M | Intentionally Omitted..... |
| N | Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) |
| O | Charitable Contributions Certification |
| P | Intentionally Omitted..... |
| Q | Background Request Form..... |
| R | Contract Discrepancy Report |
| S | Defaulted Property Tax Reduction Program/Form..... |
| T | Confidentiality of CORI Information |
| U | Performance Requirements Summary (PRS) Chart |

SAMPLE CONTRACT
CONTRACT BETWEEN
COUNTY OF LOS ANGELES

AND

FOR

DIALECTICAL BEHAVIOR THERAPY TRAINING SERVICES

This Contract ("Contract") made and entered into this _____ day of _____, 2023 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 may Contract with Organization for Dialectical Behavior Therapy (DBT) Training Services when certain requirements are met; and

WHEREAS, the Contractor specializes in providing DBT Training Services; and

WHEREAS, the County through its Chief Probation Officer, is authorized to Contract under California Governmental Code Section 31000, as well as Section 26227 and otherwise to expend money from the General Fund of the County for programs deemed necessary by the Board of Supervisors to meet the social needs of the County, including, but not limited to, health, law enforcement, public safety, rehabilitation, welfare, education, and the needs of physically, mentally, and financially handicapped persons; and

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

1 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, D, E, F, G, G1, G2, G3, G4, H, I, N, O, Q, R, S, T, and U are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the

Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Budget 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 - COVID-19 Vaccination Certification of Compliance
- EXHIBIT G1 - Contractor Acknowledgement and Confidentiality Agreement
- EXHIBIT G2 - Contractor Employee Acknowledgement and Confidentiality Agreement
- EXHIBIT G3 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- EXHIBIT G4 - Employee's Acknowledgment of Employer
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Intentionally Omitted
- 1.11 EXHIBIT K - Intentionally Omitted
- 1.12 EXHIBIT L - Intentionally Omitted
- 1.13 EXHIBIT M - Intentionally Omitted
- 1.14 EXHIBIT N - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.15 EXHIBIT O - Charitable Contributions Certification
- 1.16 EXHIBIT P - Intentionally Omitted
- 1.17 EXHIBIT Q - Background Request Form
- 1.18 EXHIBIT R - Contract Discrepancy Report
- 1.19 EXHIBIT S - Defaulted Property Tax Reduction Program/Form

1.20 EXHIBIT T - Confidentiality of CORI Information

1.21 EXHIBIT U - Performance Requirements Summary (PRS) Chart

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

2 DEFINITIONS

2.1 Standard Definitions:

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

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

2.1.1.2 Contract: This agreement executed between the County and the Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work

2.1.1.3 Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.

2.1.1.4 Contractor's Project Director: Person designated by the Contractor to administer the Contract operations after the Contract award.

2.1.1.5 County's Contract Manager: Person designated by the County with authority for the County on contractual or administrative matters relating to the Contract.

2.1.1.6 County's Contract Monitor: Person designated by the County to monitor the Contract and provide reports to

the County's Contract Manager and the County's Program Manager.

2.1.1.7 County's Program Manager: Person designated by the County to manage the daily operations under this Contract.

2.1.1.8 Day(s): Calendar day(s) unless otherwise specified.

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

2.1.1.10 Statement of Work: The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Contract services.

2.1.1.11 Subcontract: An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

2.1.1.12 Subcontractor: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

3 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

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

4 TERM OF CONTRACT

4.1 The term of this Contract shall be for a one (1) year period commencing _____ through _____, unless sooner terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer or designee, and the authorized official of the Contractor,

by mutual written agreement, for up to two (2) additional one (1) year periods for a maximum total Contract term of three (3) 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 or designee 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 the database 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 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 The Contract Sum 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 (Budget Sheet). The annual Contract sum, inclusive of all applicable taxes, is estimated at \$150,000 for the term of the Contract and each subsequent twelve (12) month option periods. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein.

The County shall pay the Contractor up to fifteen percent (15%) administrative/indirect actual costs of the total Contract Sum. Administrative/indirect costs shall not be in addition to, but a part of, the maximum Contract Sum.

The Contractor shall submit monthly invoices for actual services provided by the Contractor under this Contract consistent with Exhibit B (Budget Sheet). Invoices shall detail the actual costs incurred and include all relevant back-up documentation (e.g., records, billings, receipts, etc.) that supports expenditures included

on the invoices. 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. The Contractor shall return to the County any unspent funds in excess of actual costs for the provision of services under this Contract at the end of each Contract term.

The Contractor agrees to be bound by applicable County unsupported and disallowed cost procedures, rules and regulations, and to repay the County any amount which is found to violate the terms of this Contract or applicable County provisions.

- 5.1.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.1.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the County of Los Angeles Probation Department at the address provided in Exhibit E (County's Administration).

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Budget Sheet) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Budget Sheet).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

**County of Los Angeles Probation Department
Attention: Fiscal Department, P-73
9150 East Imperial Highway
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.

5.5.7 Local Small Business Enterprises – Prompt Payment Program

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

5.6 Intentionally Omitted

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

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County's Contract Manager

- 6.2.1 The role of the County's Contract Manager may include:
 - 6.2.1.1 Coordinating with the Contractor and ensuring the Contractor's performance of the Contract; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
 - 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Program Manager

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

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

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

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

6.4 County's Contract Monitor

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

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Contractor's Staff

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

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

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

7.5.1 The Contractor shall submit the names of the Contractor's or the subcontractor's employees to the County's Program Manager prior to the employee starting work on this Contract. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of the Contractor's or the subcontractor's employees. The County shall have the right to conduct background investigations of the Contractor's or the subcontractor's employees at any time. **The Contractor's or the subcontractor's employees shall not begin work on this Contract before receiving written notification of clearance from the County.**

7.5.2 No personnel employed by the Contractor or the subcontractor for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.

7.5.3 The County reserves the right, in its sole discretion, to preclude the Contractor or the subcontractor from employment or continued employment of any individual performing services under this Contract.

7.5.4 No Contractor or subcontractor staff providing services under this Contract shall be on active probation or parole.

7.5.5 The Contractor or the subcontractor staff performing services under this Contract shall be under a continuing obligation to

disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.

- 7.5.6 Because the County is charged by the State for checking the criminal records of the Contractor's or the subcontractor's employees; the County will bill the Contractor to recover these expenses. The current amount is forty-nine dollars (\$49.00) per record check, which is subject to change by the State.

7.6 Confidentiality

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

- 7.6.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 The Contractor shall inform all of its officers, employees, agents and the subcontractors providing services hereunder of the confidentiality provisions of this Contract.
 - 7.6.2.1 The Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).
 - 7.6.2.2 The Contractor shall require each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgement and Confidentiality Agreement)
 - 7.6.2.3 The Contractor shall require each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement)
- 7.6.3 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the

Contractor, its officers, employees, agents, or the subcontractors, to comply with this Paragraph 7.6 (Confidentiality) , as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor indemnification obligations under this Paragraph 7.6 (Confidentiality) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and 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 make any admission, in each case, on behalf of the County without the County's prior written approval.

7.6.4 Confidentiality of Adult and Juvenile Records

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

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

7.6.6 Violations: The Contractor agrees to inform all of its employees, agents, subcontractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of a misdemeanor.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.
- 8.1.3 The Chief Probation Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any

approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.

- 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

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

8.4 Budget Reductions

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

8.5 Complaints

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

- 8.5.2.1 Within fifteen (15) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the County's Program Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or the subcontractors,

to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H (Jury Duty Ordinance) and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

- 8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 8.8.2.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 8.8.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately

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

- 8.8.2.4 The Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

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

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

8.11 Consideration of Hiring GAIN-GROW Participants

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or

being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

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

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

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

- 8.12.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the

proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to the subcontractors of the 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 <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

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

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

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer

sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.
- 8.20.3 In the event the Contractor's failure to perform arises out of a force majeure event, the Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

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

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

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

- 8.24.2.2 Renewal Certificates shall be provided to the County not less than ten (10) days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- 8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

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
Fax#: (562) 658-2307

- 8.24.2.6 The Contractor also shall promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The

Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under 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.

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

The Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to the Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration

and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

| | |
|--|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury: | \$1 million |
| Each Occurrence: | \$1 million |

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of the Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to 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. If applicable to the Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Intentionally Omitted

8.25.4.2 Professional Liability-Errors and Omissions

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

8.25.4.3 Intentionally Omitted

8.25.4.4 Intentionally Omitted

8.25.4.5 Intentionally Omitted

8.25.4.6 Intentionally Omitted

8.25.4.7 Intentionally Omitted

8.26 Liquidated Damages

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

8.26.2 If the 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 the Exhibit U (Performance Requirements Summary (PRS) Chart) hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said

amount shall be deducted from the County's payment to the Contractor; and/or

- (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

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

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital

status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

- 8.33.1 The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

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

including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor'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:

8.37.1.1 The Contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the Contractor shall not and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Program Manager. The County shall not unreasonably withhold written consent.

8.37.2 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 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter

unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

8.38.5 Intentionally Omitted

8.39 Recycled Bond Paper

- 8.39.1 Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the

Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
 - 8.40.2.1 A description of the work to be performed by the subcontractor;
 - 8.40.2.2 A draft copy of the proposed subcontract; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of such documents 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
Fax#: (562) 658-2307

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

- 8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 8.42.2.2 Complete performance of such part of the work as shall

not have been terminated by such notice.

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

8.43 Termination for Default

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

- 8.43.1.1 The Contractor has materially breached this Contract; or
- 8.43.1.2 The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 8.43.1.3 The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually

severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

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

8.45 Termination for Insolvency

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

8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or

8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

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

8.51.1 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 the 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.

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

8.52.1 Failure of the 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 County Code Chapter 2.206.

8.53 Time Off for Voting

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

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

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

If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under the Contract. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

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

8.57 Compliance with the County Policy of Equity

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

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation

materials on behalf of the County. A violation of this provision shall result in the disqualification of the Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

8.59 COVID-19 Vaccinations of County Contractor Personnel

- 8.59.1 At the Contractor' sole cost, the Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 – Administration, Division 4. All employees of the Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- 8.59.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g., Pfizer-BioNTech or Moderna), (2) a single dose COVID-19 vaccine (e.g., Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 8.59.3 Prior to assigning Contractor Personnel to perform In-Person Services, the Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from the Contractors who follow the CDPH

vaccination records guidelines and standards. The Contractor shall also provide written notice to the County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. The Contractor shall retain such proof of vaccination for the document retention period as set forth in this Contract and must provide such records to the County for audit purposes, when required by the County.

8.59.4 The Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If the Contractor has determined that the Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by the County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract.

- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or its operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by the County or other applicable law, regulation or order.
- b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
- c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

8.59.5 In addition to complying with the requirements of this paragraph, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.

8.59.6 Contractor shall sign and adhere to the provisions of Exhibit G (COVID-19 Vaccination Certification of Compliance). Contractor shall also incorporate the requirements of this paragraph into its contracts with Subcontractors.

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

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

- 9.2.1 The Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by the Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, the Contractor shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.2.2 Notwithstanding the foregoing, the parties acknowledge that in the course of the provision of services hereunder, the Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. The Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.2.3 Additionally, in the event of such inadvertent access, the Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify the County Program Manager that such access has been gained immediately or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, the Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with the Contractor's or its officers', employees', or agents', access to patient medical records/patient information. The Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.3 Ownership of Materials, Software, and Copyright

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

and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

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

9.4 Intentionally Omitted

9.5 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By

requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.6 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 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 SE.
- 9.8.3 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 SE.
- 9.8.4 If the Contractor has obtained the 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, the 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 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 DVBE.
- 9.9.3 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 DVBE.
- 9.9.4 If the 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, the 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.

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

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

By _____
ADOLFO GONZALES
CHIEF PROBATION OFFICER

(Contractor Name)

By _____
SIGNATURE

Name (Typed or Printed)

Title

APPROVED AS TO FORM:

DAWYN R. HARRISON
ACTING COUNTY COUNSEL

By _____
JASON C. CARNEVALE
DEPUTY COUNTY COUNSEL

APPENDIX D

REQUIRED FORMS

FOR

REQUEST FOR PROPOSALS (RFP)

APPENDIX D REQUIRED FORMS

TABLE OF CONTENTS

| <u>EXHIBITS</u> | <u>PAGE</u> |
|--|--------------------|
| BUSINESS FORMS | |
| 1 Proposer's Organization Questionnaire/Affidavit..... | 1 |
| 1a Community Business Enterprise (CBE) Information..... | 4 |
| 2 Prospective Contractor References | 5 |
| 3 Prospective Contractor List of Contracts..... | 6 |
| 4 Prospective Contractor List of Terminated Contracts..... | 7 |
| 5 Certification of No Conflict of Interest..... | 8 |
| 6 Familiarity with the County Lobbyist Ordinance Certification..... | 9 |
| 7 Request for Preference Program Consideration | 10 |
| 8 Proposer's EEO Certification..... | 11 |
| 9 Attestation of Willingness to Consider GAIN-GROW Participants..... | 12 |
| 10 Contractor Employee Jury Service Program Certification Form and Application for Exception..... | 13 |
| COST FORMS | |
| 11 Budget Sheet | 14 |
| 12 Certification of Independent Price Determination and Acknowledgement of RFP Restrictions | 15 |
| 13 Sample Budget Sheet | 16 |
| 13a Budget Narrative | 17 |
| 14 Intentionally Omitted | 18 |
| LIVING WAGE FORMS | |
| 15-18 Intentionally Omitted | 18 |
| CERTIFICATIONS | |
| 19 Charitable Contributions Certification..... | 19 |
| 20 Certification of Compliance with the County's Defaulted Property Tax Reduction Program | 20 |
| 21 Zero Tolerance Policy on Human Trafficking Certification..... | 21 |
| 22 Intentionally Omitted | 22 |
| 23 Compliance with Fair Chance Employment Hiring Practices Certification..... | 23 |

REQUIRED FORMS - EXHIBIT 1
PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

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

PAGE 2 OF 3

The Proposer acknowledges and certifies that firm meets and will comply with the Proposer's Minimum Mandatory Qualifications as stated in Paragraph 3 of this Request for Proposal, as listed below.

Check the appropriate boxes:

- | | | |
|--|--------------------|--|
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Subparagraph 3.1.1 | The Proposer must attend the Virtual Mandatory Proposers' Conference scheduled for October 26, 2022, 1:00 p.m., PT. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Subparagraph 3.1.2 | The Proposer must submit a proposal by November 17, 2022, 12:00 p.m., PT. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Subparagraph 3.1.3 | The Proposer must demonstrate a minimum of three (3) years' experience within the past five (5) years providing Dialectical Behavior Therapy (DBT) training services to businesses and/or governmental agencies. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Subparagraph 3.1.4 | The Proposer does not have unresolved questioned costs, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County. |

REQUIRED FORMS - EXHIBIT 1
PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

PAGE 3 OF 3

The 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 Chief Probation Officer's sole judgment and his/her judgment shall be final.

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

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

REQUIRED FORMS - EXHIBIT 1a

| COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION | | | | | | | | | | |
|---|--|--------|--|--------|---|--|-------|---------------|------------------|--------|
| | | | | | | | | | | |
| TITLE | REFERENCE | | | | TITLE | REFERENCE | | | | |
| 1 | The information requested below is for statistical | | | | 2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE | If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following. | | | | |
| Total Number of Employees in California: | | | | | | | | | | |
| Total Number of Employees (including owners): | | | | | | | | | | |
| Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories: | | | | | | | | | | |
| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Percentage of how ownership of the firm is distributed | | Agency Name | Minority | Women | Disadvantaged | Disabled Veteran | LGBTQQ |
| | Male | Female | Male | Female | | | | | | |
| Black/African American | | | % | % | | | | | | |
| Hispanic/Latino | | | % | % | | | | | | |
| Asian or Pacific Islander | | | % | % | | | | | | |
| American Indian | | | % | % | | | | | | |
| Filipino | | | % | % | | | | | | |
| White | | | % | % | | | | | | |

REQUIRED FORMS - EXHIBIT 2

PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

List only three (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.

| 1. Name of Firm | Address of Firm | Contact Name/Title | Telephone # () | Fax # () |
|----------------------|------------------------------------|--------------------|----------------------|----------------|
| Name or Contract No. | Term of Contract Start: / / | End: / / | Type of Service | Dollar Amt. |
| 2. Name of Firm | Address of Firm | Contact Name/Title | Telephone # () | Fax # () |
| Name or Contract No. | Term of Contract Start: / / | End: / / | Type of Service | Dollar Amt. |
| 3. Name of Firm | Address of Firm | Contact Name/Title | Telephone # () | Fax # () |
| 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.

| | | | | |
|------------------------|------------------------------------|---------------------------|-----------------------------|-----------------------|
| 1. Name of Firm | Address of Firm | Contact Name/Title | Telephone # () | Fax # () |
| Name or Contract No. | Term of Contract Start: / / | End: / / | Type of Service | Dollar Amt. |
| 2. Name of Firm | Address of Firm | Contact Name/Title | Telephone # () | Fax # () |
| Name or Contract No. | Term of Contract Start: / / | End: / / | Type of Service | Dollar Amt. |
| 3. Name of Firm | Address of Firm | Contact Name/Title | Telephone # () | Fax # () |
| Name or Contract No. | Term of Contract Start: / / | End: / / | Type of Service | Dollar Amt. |
| 4. Name of Firm | Address of Firm | Contact Name/Title | Telephone # () | Fax # () |
| Name or Contract No. | Term of Contract Start: / / | End: / / | Type of Service | Dollar Amt. |
| 5. Name of Firm | Address of Firm | Contact Name/title | Telephone # () | Fax # () |
| 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.

| | | | | |
|------------------------|------------------------|---------------------------|-----------------------------|-----------------------|
| 1. Name of Firm | Address of Firm | Contact Name/Title | Telephone # () | Fax # () |
| Name or Contract No. | | Reason for Termination: | | |
| 2. Name of Firm | Address of Firm | Contact Name/Title | Telephone # () | Fax # () |
| Name or Contract No. | | Reason for Termination: | | |
| 3. Name of Firm | Address of Firm | Contact Name/Title | Telephone # () | Fax # () |
| Name or Contract No. | | Reason for Termination: | | |
| 4. Name of Firm | Address of Firm | Contact Name/Title | Telephone # () | Fax # () |
| 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.

The 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 PROGRAM 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 size 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

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

| CERTIFICATION | YES | NO |
|---|--------------------------|--------------------------|
| 1. Proposer has written policy statement prohibiting discrimination in all phases of employment. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Proposer periodically conducts a self-analysis or utilization analysis of its work force. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Proposer has a system for determining if its employment practices are discriminatory against protected groups. | <input type="checkbox"/> | <input type="checkbox"/> |
| 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. | <input type="checkbox"/> | <input type="checkbox"/> |

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 9

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN-GROW PARTICIPANTS

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

To report all job openings with job requirements to obtain qualified GAIN-GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV.

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

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

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

☐ YES (subject to verification by County) ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO ☐ N/A (Program not available)

Proposer's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

REQUIRED FORMS - EXHIBIT 10

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

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

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

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

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

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

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

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

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

OR

Part II: Certification of Compliance

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

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

| | |
|-------------|--------|
| Print Name: | Title: |
| Signature: | Date: |

REQUIRED FORMS - EXHIBIT 11
BUDGET SHEET
FOR
DIALECTICAL BEHAVIOR THERAPY (DBT) TRAINING SERVICES

The undersigned offers to provide all labor and supplies necessary to provide dialectical behavior therapy (DBT) training services as set forth in **RFP#6402207**.

Said work shall be done for the period prescribed, and in the manner set forth in said specifications, and compensation therefore shall be stated in Exhibit 13. I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following Contract execution.

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

I agree to provide the specified services for the County of Los Angeles – Probation Department in accordance with the attached specifications on a cost reimbursement basis at a cost not to exceed \$150,000 for a one-year period.

| | |
|---|------|
| Signature of Person Authorized to Submit Proposal | Date |
| Print Name and Title of Authorized Person | |

REQUIRED FORMS - EXHIBIT 12

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND 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

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".

- 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.

Name of Firm

Print Name of Signer

Title

Signature

Date

REQUIRED FORMS – EXHIBIT 13

SAMPLE BUDGET SHEET FOR DIALECTICAL BEHAVIOR THERAPY (DBT) TRAINING SERVICES

DIRECT COST (List each staff classification)

| Payroll: | FTE* | Hourly Rate | Monthly Salary |
|----------------------------------|-------|-------------|-----------------|
| Employee Classification | _____ | \$ _____ | \$ _____ |
| Employee Classification | _____ | \$ _____ | \$ _____ |
| Employee Classification | _____ | \$ _____ | \$ _____ |
| Others (Please continue to list) | | | |
| Total Salaries and Wages | | | \$ _____ |

*FTE = Full Time Equivalent Positions

| Employee Benefits | No. of Employees | Monthly Cost per FTE |
|-----------------------|------------------|----------------------|
| Medical Insurance | _____ | \$ _____ |
| Dental Insurance | _____ | \$ _____ |
| Life Insurance | _____ | \$ _____ |
| Other (list) | _____ | \$ _____ |
| Total Benefits | | \$ _____ |

| | |
|--|----------|
| Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.) | |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| Total Payroll Taxes | |
| \$ _____ | |

Insurance (List Type/Coverage. See Sample Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)

| | |
|--|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| Vehicles | \$ _____ |
| Supplies | \$ _____ |
| Services | \$ _____ |
| Office Equipment | \$ _____ |
| Telephone/Utilities | \$ _____ |
| Other (please continue to list) | \$ _____ |
| Total Insurance/Misc. S & S | |
| \$ _____ | |

TOTAL DIRECT COSTS \$ _____

INDIRECT COST (List all appropriate)

| | |
|--------------------------------|----------|
| General Accounting/Bookkeeping | \$ _____ |
| Management Overhead (Specify) | \$ _____ |
| Other (Specify) | \$ _____ |

TOTAL INDIRECT COSTS \$ _____

TOTAL DIRECT AND INDIRECT COST \$ _____

PROFIT (Please enter percentage: _____%) \$ _____

TOTAL MONTHLY COSTS \$ _____

REQUIRED FORMS – EXHIBIT 13a

BUDGET NARRATIVE

Proposers are to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

REQUIRED FORMS – EXHIBITS 14-18

INTENTIONALLY OMITTED

REQUIRED FORMS - EXHIBIT 19
CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Please Print Name and Title of Signer

REQUIRED FORMS - EXHIBIT 20

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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

| | |
|-------------|--------|
| Print Name: | Title: |
| Signature: | Date: |

REQUIRED FORMS - EXHIBIT 21

ZERO TOLERANCE 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 FORM – EXHIBIT 22

INTENTIONALLY OMITTED

REQUIRED FORMS - EXHIBIT 23

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

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

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination 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: |

APPENDICES E – N

APPENDICES E – N

TABLE OF CONTENTS

| <u>APPENDIX</u> | <u>PAGE</u> |
|--|--------------------|
| E. RFP Transmittal to Request a Solicitation Requirements Review..... | 1 |
| F. County of Los Angeles Policy on Doing Business with Small Business..... | 2 |
| G. Jury Service Ordinance..... | 3 |
| H. Listing of Contractors Debarred in Los Angeles County..... | 6 |
| I. IRS Notice 1015..... | 7 |
| J. - L. Intentionally Omitted | 8 |
| M. Background and Resources: California Charities Regulation..... | 9 |
| N. Defaulted Property Tax Reduction Program | 11 |

REQUEST FOR PROPOSALS (RFP) TRANSMITTAL

TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Proposer requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

| | |
|---------------------|-------------------|
| Proposer Name: | Date of Request: |
| Solicitation Title: | Solicitation No.: |

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

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

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

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

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

WE RECOGNIZE. . .

The importance of small business to the County. . .

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

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

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

WE THEREFORE SHALL:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website.

<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>

IRS NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2020)

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 Certificate.

Note: You are encouraged to notify each employee whose wages for 2020 are less than \$56,844 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 8, 2021.

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

How Will My Employees Know if They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2020 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 2020 and owes no tax but is eligible for a credit of \$800, he or she must file a 2020 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2020)
Cat. No. 205991

APPENDICES J-L

APPENDICES J – L
INTENTIONALLY OMITTED

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 1 of 2

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 19).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 2 of 2

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

Title 2 ADMINISTRATION
Chapter 2.206.010 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 the 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. The 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;

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

Page 3 of 4

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

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

Page 4 of 4

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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