



**PROBATION DEPARTMENT**

**REQUEST FOR PROPOSALS**

**FOR**

**SYSTEM NAVIGATION SERVICES**

**NOVEMBER 9, 2023**

**Prepared By  
County of Los Angeles**

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**RFP #6402308**

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### 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 Solicitation Requirements Review (SRR) Request:** Transmittal form sent to Department requesting a Solicitation Requirements Review.
- F Background and Resources: California Charities Regulation:** An information sheet intended to assist nonprofit agencies with compliance with SB1262 – the Nonprofit Integrity Act of 2004 and identify available resources.

# 1 INTRODUCTION

- 1.1 The Los Angeles County Probation Department (Probation) is issuing this Request for Proposals (RFP) to solicit proposals for Contracts with Community Based Organizations (CBOs) that can provide System Navigation Services to Adult Probationers, including emerging adults ages 18-25. The services shall be provided at Probation Area Offices listed in Technical Exhibit 4 (Probation Area Offices) of Appendix B (Statement of Work Technical Exhibits). Probation plans to award one (1) Contract for each Probation Area Office. Probation will award a maximum of one (1) Contract to a single Contractor, inclusive of all Probation Area Offices.

**If the Contractor is submitting proposals for one or more Probation Area Offices, the Contractor must submit a separate proposal for each Probation Area Office for which services are being proposed. Combined proposals will not be accepted.**

- 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 must not be deemed or construed to define, limit, extend or otherwise describe the scope or any provision of this solicitation.

# 2 PURPOSE-AGREEMENT FOR SYSTEM NAVIGATION SERVICES

## 2.1 Statement of Work (SOW)

The Contractor shall provide System Navigation Services. The Contractor will be expected to implement the requirements outlined in Appendix A (Statement of Work) of this RFP.

## 2.2 Sample Agreement: County Terms and Conditions

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

### 2.2.1 Anticipated Contract Term

The term of these Contracts will be for a one (1) year period unless sooner terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of the Contractor by mutual written agreement for up to six (6) additional one (1) year periods for a maximum total contract term of seven (7) years.

#### **2.2.2 Contract Rates**

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

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

The Contractor will be required to provide services at a minimum of forty (40) hours per week and be flexible to service the needs of the participants.

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

The Contractor will be required to comply with the provisions contained in Paragraph 8.23 (Indemnification) of Appendix C (Sample Contract). The Contractor must 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).

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

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 proposal(s), provided they meet the following mandatory requirements:

- 3.1 The Proposer must submit a proposal by **December 21, 2023, 12:00 p.m., PT**
- 3.2 The Proposer must demonstrate that they are a non-profit community-based organization (CBO).
- 3.3 The Proposer must demonstrate a minimum of two (2) years' experience within the last five (5) years working with adult convicted felons providing re-entry services.
- 3.4 The Proposer must demonstrate a minimum of one (1) year experience within the last three (3) years administering federal, state, county, or city contracts.
- 3.5 The Proposer must have an administrative business office located within the County of Los Angeles. The address to the administrative business office must be included in Exhibit 6 (Proposer's Minimum Mandatory Qualifications) of Appendix D (Required Forms).

- 3.6 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 & RESPONSIBILITIES**

### **4.1 Representations Made Prior to Contract Execution**

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**

Notwithstanding a recommendation of a department, agency, individual, or other, the Board retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a Contract.

### **4.3 County's Option to Reject Proposals**

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 will 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**

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 will 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 will 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**

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 will be responsible for the ongoing implementation and monitoring of Subparagraphs 4.5.1 through 4.5.6. On at least a quarterly basis, the Contractor will report, in writing, monitoring results to the County, indicating compliance or problem areas. Elements of monitoring report will receive prior written approval from the County.

- 4.5.1 The Contractor will 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 will 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 will not begin work on this Contract before receiving written notification of clearance from the County.**
- 4.5.2 No personnel employed by the Contractor or the subcontractor for this service having access to Probation information or records will 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.
- 4.5.3 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.
- 4.5.4 No Contractor or subcontractor staff providing services under this Contract will be on active probation or parole.
- 4.5.5 The Contractor or the subcontractor staff performing services under this Contract will be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending

criminal conviction record or any pending criminal trial to the County.

- 4.5.6 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.

## **5 NOTIFICATION TO PROPOSERS**

### **5.1 Public Records Act**

- 5.1.1 Responses to this solicitation will 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 will 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 will 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**

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

**Yvonne Humphrey, Contract Analyst**  
**County of Los Angeles Probation Department**  
**Contracts & Grants Management Division**  
**9150 East Imperial Highway, D-29**  
**Downey, CA 90242**  
E-mail address: [Yvonne.Humphrey@probation.lacounty.gov](mailto:Yvonne.Humphrey@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**

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 Paragraph 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 a Contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County 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 Solicitation Requirements Review (referenced in Paragraph 9.1)
- 5.4.3.2 Disqualification Review (referenced in Paragraph 9.2)
- 5.4.3.3 Department's Proposed Contractor Selection Review (referenced in Paragraph 9.3)

### **5.5 Conflict of Interest**

No County employee whose position in the County enables them to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, will 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 must certify that they are aware of and have read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 2 (Certification of Compliance) of Appendix D (Required Forms).

### **5.6 Determination of Proposer Responsibility**

- 5.6.1 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.
- 5.6.2 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 must not be the basis of a determination that the Proposer is not responsible.

- 5.6.3 The County may declare a Proposer to be non-responsible for purposes of this Contract if the Board, 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.
- 5.6.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department will notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board that the Proposer be found not responsible. The Department will 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.
- 5.6.5 If the Proposer presents evidence in rebuttal to the Department, the Department will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer will reside with the Board.
- 5.6.6 These terms will also apply to proposed subcontractors of the Proposers on County contracts.

## **5.7 Proposer Debarment**

- 5.7.1 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 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. These terms will also apply to proposed subcontractors of Proposers on County contracts.

- 5.7.2 A listing of Contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website:

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

## **5.8 Improper Considerations**

### **5.8.1 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 must 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.

### **5.8.2 Notification to County**

A Proposer must immediately report any attempt by a county officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

### **5.8.3 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.

## **5.9 County Lobbyist Ordinance**

The Board 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 attesting on Exhibit 2 (Certification of Compliance) of Appendix D (Required Forms).

## **5.10 Consideration of GAIN/START Participants for Employment**

5.10.1 As a threshold requirement for consideration for Contract award, the Proposers must demonstrate a proven record of hiring participants in the County's [Department of Public Social Services Greater Avenues for Independence \(GAIN\) or Skills and Training to Achieve Readiness for Tomorrow \(START\) Programs](#) or must attest to a willingness to consider GAIN/START participants for any future employment openings if they meet the minimum qualifications for that opening. The Proposers must attest to a willingness to provide employed GAIN/START participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

5.10.2 Proposers who are unable to meet this requirement will not be considered for Contract award. The Proposers must submit a completed Exhibit 2 (Certification of Compliance) of Appendix D (Required Forms), along with their proposal.

## **5.11 Jury Service Program**

5.11.1 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 review Paragraph 8.8 (Compliance with the County's Jury Service Program) of Appendix C (Sample Contract), which is 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.

- 5.11.2 The Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 2 (Certification of Compliance) of Appendix D (Required Forms). 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 2 (Certification of Compliance) 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.

## **5.12 Pending Acquisitions/Mergers by Proposing Company**

The Proposer must 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 must be provided by the Proposer in Exhibit 1, (Organization Questionnaire/Affidavit) of Appendix D (Required Forms). Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. The Proposer will have a continuing obligation to notify the County and update any changes to its response in Exhibit 1 (Organization Questionnaire/Affidavit) during the solicitation.

## **5.13 Charitable Contributions Compliance**

- 5.13.1 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 (SB1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read Appendix F (Background and Resources: California Charities Regulation). These rules cover California public benefit



corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Nonprofit Integrity Act contains substantive requirements affecting 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) also have specific audit requirements.

- 5.13.2 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 2 (Certification of Compliance) in Appendix D (Required Forms). A completed Exhibit 2 (Certification of Compliance) of Appendix D (Required Forms) is a required part of any agreement with the County.
- 5.13.3 Prospective County Contractors that do not complete Exhibit 2 (Certification of Compliance) of Appendix D (Required Forms) 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](#)).

#### **5.14 Defaulted Property Tax Reduction Program**

- 5.14.1 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 reference 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 Property Tax Reduction Program) of Appendix C (Sample Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their subcontractors.
- 5.14.2 The Proposers will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2 (Certification of Compliance) 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](#)).

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

## **5.15 County's Commitment to Zero Tolerance Policy on Human Trafficking**

- 5.15.1 On October 4, 2016, the County approved a motion taking significant steps to protect victims of human trafficking by establishing a zero-tolerance policy on human trafficking. The policy prohibits Contractors engaged in human trafficking from receiving Contract awards or performing services under a county contract.
- 5.15.2 The Contractors are required to complete Exhibit 2 (Certification of Compliance) 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.

## **5.16 Intentionally Omitted**

## **5.17 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)**

- 5.17.1 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 must be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.17.2 Upon Contract award or at the request of the A-C and/or the contracting department, the Contractor must 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.

- 5.17.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.17.4 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), will decide whether to approve exemption requests.

## **5.18 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices**

- 5.18.1 On May 29, 2018, the County 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](#).
- 5.18.2 The Contractors are required to complete Exhibit 2 (Certification of Compliance) 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.

## **5.19 Prohibition from Participation in Future Solicitation(s)**

A Bidder/Proposer, or a Contractor or its subsidiary or subcontractor ("Bidder/Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Proposer/Contractor has provided advice or consultation for the solicitation. A Bidder/Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Bidder/Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of the Contract. ([Los Angeles County Code, Chapter 2.202](#)).

## **5.20 Community Business Enterprise (CBE) Participation**

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises certified as disadvantaged business enterprises disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has established a collective 25% participation goal of

CBE certified firms, calculated on the eligible procurement dollars. The program maintains data on the types of businesses registered as CBEs and their utilization. The Proposer's CBE participation must be reflected in Exhibit 5 (Community Based Enterprise (CBE) Information) form in Appendix D (Required Forms).

All Proposers must document efforts it has taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and other services under this Contract. The Proposer must make documents related to these efforts available to the County upon request.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Proposer's ability to provide the best service and value to the County.

To obtain a list of the County's CBE certified firms, e-mail the request to the County of Los Angeles Department of Economic Opportunity at [CBESBE@opportunity.lacounty.gov](mailto:CBESBE@opportunity.lacounty.gov) with the subject "**Request for CBE Listing.**"

For additional information, contact the Office of Small Business at: (844) 432-4900 or at [OSB@opportunity.lacounty.gov](mailto:OSB@opportunity.lacounty.gov).

## **6 COUNTY'S PREFERENCE PROGRAMS**

### **6.1 Intentionally Omitted**

### **6.2 Intentionally Omitted**

### **6.3 Intentionally Omitted**

### **6.4 Intentionally Omitted**

### **6.5 Preference Program Enterprises (PPEs) – Prompt Payment Program**

It is the intent of the County that Certified Preference Program Enterprises (PPEs) receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

## 7 BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION

This Paragraph contains key project activities, provides Proposers with proposal submission requirements and submittal instructions, and identifies evaluation criteria.

### 7.1 Truth and Accuracy of Representations

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

### 7.2 RFP Timetable

EVENT	DATE/TIME
Release of RFP	November 9, 2023
Deadline to submit request for Solicitation Requirements Review (Refer to Paragraph 9 - Protest Process Overview)	November 22, 2023, at 12:00 p.m.
Deadline to R.S.V.P. for Proposer's Conference	November 21, 2023, at 12:00 p.m.
Proposer's Conference (Refer to Paragraph 7.4)	November 27, 2023, at 2:00 p.m.
Written Questions Due	November 20, 2023, at 12:00 PM
Questions and Answers Released (Subject to change at County's sole discretion)	November 28, 2023
Proposals Due	December 21, 2023, at 12:00 p.m.

### 7.3 Proposer's Questions

7.3.1 The Proposers may submit written questions regarding this RFP by e-mail to the individual identified below. All questions must be received by the date and time specified in Paragraph 7.2 (RFP Timetable). All questions, without identifying the submitting

company, will be compiled with the appropriate answers, and issued as an addendum to the RFP.

- 7.3.2 When submitting questions, please specify the RFP paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be found quickly in the RFP. The County reserves the right to group similar questions when providing answers.
- 7.3.3 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.

Question should be addressed to:

**Yvonne Humphrey, Contract Analyst  
County of Los Angeles Probation Department  
Contracts & Grants Management Division  
9150 East Imperial Highway, Room D-29  
Downey, CA 90242  
E-mail address: [Yvonne.Humphrey@probation.lacounty.gov](mailto:Yvonne.Humphrey@probation.lacounty.gov)**

#### **7.4 Proposer's Conference**

- 7.4.1 A Virtual Proposer's Conference will be held to discuss the RFP Requirements on **Monday, November 27, 2023, at 2:00 p.m., PT.** The County staff will respond to questions from potential Proposers.
- 7.4.2 Prospective Proposers must R.S.V.P. to the contract analyst identified in Subparagraph 7.3.3 on or before **November 21, 2023, 12:00p.m., PT.** Proposers must provide the name, title, e-mail address, and phone number of the person(s) that will be attending the Virtual Proposer's Conference. The County will be using Microsoft Teams live streaming 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.

#### **7.5 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.

## **7.6 Business Proposal Format**

### **7.6.1 The content and sequence of the proposal must be as follows:**

- 7.6.1.1 Proposer's Organization Questionnaire/Affidavit and Required Support Documents for Corporations and Limited Liability Companies
- 7.6.1.2 Table of Contents
- 7.6.1.3 Executive Summary (Section A)
- 7.6.1.4 Proposer's Qualifications (Section B)
- 7.6.1.5 Proposer's Approach to Provide Required Services (Section C)
- 7.6.1.6 Proposer's Quality Control Plan (Section D)
- 7.6.1.7 Exceptions to Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of/or Exceptions to (Section E)
- 7.6.1.8 Business Proposal Required Forms (Section F)

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

The Proposer must complete, sign and date Exhibit 1 (Organization Questionnaire/Affidavit) 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 must 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.

### **7.6.3 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.

### **7.6.4 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.

### **7.6.5 Table of Contents**

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

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

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

### **7.6.7 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:

#### **7.6.7.1 Proposer's Background and Experience (Section B.1)**

Provide a summary of relevant background information to demonstrate that the Proposer meets or exceeds the minimum requirement(s) stated in Paragraph 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 demonstrating that the Project Director has provided the required or similar services for a minimum of two (2) years' experience within the last five (5) years, current employee of the agency and holds a bachelor's degree. The resume must include dates for the position listed.

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

The Proposer will be evaluated on the verification of references provided in Exhibit 7 (Prospective Contractor References) of Appendix D (Required Forms). The same references may be listed on both Exhibit 7 (Prospective Contractor References) and Exhibit 8 (Prospective Contractor List of Contracts). 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.

The Proposer must provide three (3) references where the same or similar scope of services was provided and must include all public entities contracts for the last three (3) years. The Proposer's completed form Exhibit 7 (Prospective Contractor Preferences), in Appendix D (Required Forms) must be provided in Section F (Business Proposal Required Forms) of Proposer's business proposal. The Proposer may use additional sheets, if necessary.

It is the Proposer's sole responsibility to ensure that information provided for each reference is accurate.

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

- 1) references fail to substantiate Proposer's description of the services provided; or

- 2) references fail to support that the Proposer has a continuing pattern of providing capable, productive, and skilled personnel, or
- 3) 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.

#### **7.6.7.3 Proposer's Debarment History and List of Terminated Contracts**

The County will conduct a review of Proposer's terminated Contracts and debarment history. The Proposer must include Contracts terminated within the past three (3) years with a reason for termination and Debarment History in Exhibit 4 (Debarment History and List of Terminated Contracts) of Appendix D (Required Forms) must be provided in Section F (Business Proposal Required Forms) of Proposer's business proposal.

#### **7.6.7.4 Proposer's Financial Capability (Section B.3)**

The County will conduct a review of Proposer's financial capability. The Proposer must provide copies of the company's most current and prior two (2) fiscal years' 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.

#### **7.6.7.5 Proposer's Pending Litigation and Judgments (Section B.4)**

The County will conduct a review of the Proposer's pending litigation and judgments. The Proposer must 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. Additionally, the Proposer must provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

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

The Proposer's Approach to Provide Required Services section of the Business Proposal must present a description of the methodology used to meet the County's requirements as described in Appendix A (Statement of Work). This section will 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.

#### **7.6.9 Proposer's Quality Control Plan (Section D)**

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 must cover the proposed monitoring system of all services listed on the Performance Requirements Summary (PRS) based on information provided in this section.

The Proposer must 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:

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

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

- 7.6.10.1 It is the duty of every Proposer to thoroughly review the Sample Contract and Statement of Work to ensure compliance with all terms, conditions, and requirements.

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 Appendix A (Statement of Work).

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 the Statement of Work. However, Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements. 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.

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

- 7.6.10.2 Section E of 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 must 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.

- 7.6.10.3 Indicate all exceptions to the Sample Contract and/or the Statement of Work by providing a 'red-lined' Word 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 Proposer's 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.

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

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

Exhibit 1	Organization Questionnaire/Affidavit
Exhibit 2	Certification of Compliance
Exhibit 3	Intentionally Omitted
Exhibit 4	Debarment History and List of Terminated Contracts
Exhibit 5	Community Business Enterprise (CBE) Information
Exhibit 6	Proposer's Minimum Mandatory Qualifications
Exhibit 7	Prospective Contractor References
Exhibit 8	Prospective Contractor List of Contracts

## **7.7 Cost Proposal Requirements**

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

### **7.7.1 Cover Page**

Cover Page must identify, at a minimum, the RFP and the Proposer's name.

### **7.7.2 Exhibit 10 (Budget Sheet)**

### **7.7.3 Exhibit 11 (Sample Budget Sheet)**

### **7.7.4 Exhibit 11a (Budget Narrative)**

### **7.7.5 Exhibit 12 (Certification of Independent Price Determination & Acknowledgement of RFP Restrictions)**

## **7.8 Firm Offer-Withdrawal of Proposal**

Until the proposal submission deadline, errors in proposal 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.

## **7.9 Proposal Submission**

Proposals must be submitted as follows:

- 7.9.1 Business Proposal - The original Business Proposal, eight (8) paper copies and one (1) copy on a Compact Rewritable Disc must 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 reference solicitation as follows:

**“BUSINESS PROPOSAL FOR SYSTEM NAVIGATION SERVICES”**

- 7.9.2 Cost Proposal - 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 reference solicitation as follows:

**“COST PROPOSAL FOR SYSTEM NAVIGATION SERVICES”**

The proposal(s) must be delivered or mailed to:

**County of Los Angeles Probation Department  
9150 East Imperial Highway, Room D-29  
Downey, CA 90242  
Attention: Yvonne Humphrey, Contract Analyst  
(562) 658-4321**

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

### **8.1 Selection Process**

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on **December 21, 2023, 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 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 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 Qualifications (Pass/Fail)**

The County will review Exhibit 1 (Organization Questionnaire/Affidavit), Exhibit 6 (Proposer's Minimum Mandatory Qualifications), and Exhibit 7 (Prospective Contractor References), in Appendix D (Required Forms) to determine if the Proposer meets the minimum mandatory requirements as outlined in Section 3 (Proposer's Minimum Mandatory Qualifications) of this RFP.

Failure of the Proposer to comply with the Minimum Mandatory Qualifications 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 Business Proposal Evaluation and Criteria (100%)**

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

### **8.3.2 Proposer's Qualifications (30%)**

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 7.6.7.1, (Proposer's Background and Experience (Section B.1) of the proposal.

The Proposer will be evaluated on the verification of references provided in Subparagraph 7.6.7.2 (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 7.6.7.4 (Proposer's Financial Capability (Section B3)) 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 7.6.7.5 (Proposer's Pending Litigation and Judgments (Section B4)) of the proposal.

### **8.3.3 Proposer's Approach to Providing Required Services (60%)**

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

### **8.3.4 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 will cover the proposed monitoring system of all services listed on the Performance Requirements Summary (PRS) based on the information provided in Subparagraph 7.6.9 (Proposer's Quality Control Plan (Section D)) of the proposal.

### **8.3.5 Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Statement of Work (SOW)**

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 7.6.10 (Exceptions to Terms and Conditions of Sample Contract, and/or Requirements of the Statement of Work (SOW): Acceptance of/ or Exceptions to (Section E)) of the proposal. The County may deduct one hundred (100) rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the business 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.

## **9 PROTEST PROCESS OVERVIEW**

### **9.1 Solicitation Requirements Review**

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

- 9.1.1 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).
- 9.1.2 The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal.
- 9.1.3 The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 9.1.4 The request asserts either that:
  - 9.1.4.1 application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
  - 9.1.4.2 due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review will be completed, and the Department's determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date. All requests for review must 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**

## **9.2 Disqualification Review**

A proposal may be disqualified from consideration because a department determined it was non-responsive at any time during the review/evaluation process. If a department determines that a proposal is disqualified due to non-responsiveness, the Department will 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 the following criteria:

- 9.2.1 The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- 9.2.2 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 must be completed, and the determination will be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

The Proposer can also be disqualified for Paragraph 5.6 (Determination of Proposer Responsibility).

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

### **9.3.1 Department Debriefing Process**

Upon completion of the evaluation, the Department will 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 will be debriefed only on its response. Because Contract negotiations are not yet complete, responses from other Proposers will 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 Paragraph 9.3.2 Proposed Contractor Selection Review) if the requesting Proposer is not satisfied with the results of the Debriefing.

### **9.3.2 Proposed Contractor Selection Review**

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review in this Paragraph may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as will 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 the following criteria:

9.3.2.1 The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department).

9.3.2.2 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:

- 1) The Department materially failed to follow procedures specified in its solicitation document.

This includes:

- Failure to correctly apply the standards for reviewing the proposal format requirements.
- Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
- Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.

- 2) 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.
- 3) A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
- 4) Another basis for review as provided by state or federal law; and

9.3.2.3 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 will 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 will additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review. (See Paragraph 9.4 (County Independent Review) below).

## **9.4 County Independent Review**

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 the following criteria:

- 9.4.1 The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
- 9.4.2 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 9.3.2 (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**

**APPENDIX A: STATEMENT OF WORK**

**APPENDIX B: STATEMENT OF WORK TECHNICAL EXHIBITS**

**APPENDIX C: SAMPLE CONTRACT**

**APPENDIX D: REQUIRED FORMS**

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**APPENDIX A**  
**STATEMENT OF WORK**



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

### **1.0 SCOPE OF WORK**

The Contractor shall provide System Navigation Services to Adult Probationers, including emerging adults ages 18-25 (participants), at Probation Area Offices listed in Technical Exhibit 4 (Probation Area Offices) of Appendix B (Statement of Work Technical Exhibits). Services shall include case management, engagement, outreach, eligibility determination, advocacy, and facilitation of service coordination. The Contractor shall provide linkages between communities and service providers. The goal of the services is to provide participants with access to comprehensive services at the appropriate level. The Contractor will educate participants about options of service access; assist participants in the identification of available services; and assist participants in obtaining social services and other community resources. The County anticipates making an estimated 500 to 1,000 referrals annually. The actual number of referrals will be based on County needs.

1.1 The Contractor shall provide the services on a referral basis. The Contractor shall adhere to the following County referral process:

- 1.1.1 Designated, approved County staff will use referral forms to refer participants to the Contractor. The referral forms shall include participant's identification and case related information.
- 1.1.2 All referrals must originate from the County. Self-referrals by the Contractor or outside agency are not permitted. All referrals must be signed by designated County staff in order to be considered valid.
- 1.1.3 The Contractor shall complete and submit a County generated authorization form to release confidential records.
- 1.1.4 The Contractor shall be required to establish and maintain a corporate email address that will be the depository for all County referrals.
- 1.1.5 The Contractor shall acknowledge receipt of all County referrals within one business day. Contractor shall sign each referral indicating requested services will be provided within County's required timeline. The Contractor shall send a signed copy of referral back within 48 hours to referring County Deputy Probation Officer (DPO) and County's central email depository [Adultfieldsnreferral@probation.lacounty.gov](mailto:Adultfieldsnreferral@probation.lacounty.gov).

## **2.0 SPECIFIC TASKS**

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

- 2.1 The Contractor shall provide System Navigation Services in collaboration with the case carrying Deputy Probation Officer (DPO).
- 2.2 The Contractor shall be located at a Probation Area Office and provide at a minimum of 40 hours per week and shall be flexible enough to meet the needs of the participants.
- 2.3 The Contractor shall provide linkages to services and ensure that participants acquire all eligibility support documents that are necessary for employment, housing, and other supportive services, including but not limited to, social security cards, and valid identification cards, if applicable.
- 2.4 The Contractor shall perform a needs assessment which includes identification of participant priorities, capacities and needs, to maximize the appropriateness of referrals and all documents shall be made available to the County upon request.
- 2.5 The Contractor shall connect participants to community and regional services as appropriate.
- 2.6 The Contractor shall be knowledgeable of federal, state, and county entitlement programs and determine participant's eligibility.
- 2.7 The Contractor must ensure all eligibility support documents are obtained, if applicable. The Contractor must have knowledge of community-based resources that shall support the participant.
- 2.8 The Contractor shall support the process of personal change in participant with clearly defined service boundaries and shall not engage in therapy.
- 2.9 The Contractor shall collaboratively develop service plans with the participant. The service plans shall be made available to the County upon request. Each participant will be encouraged to maintain copy of their service plan.
- 2.10 The Contractor shall maintain daily sign-in logs and documents that outline referral provided, including but not limited to, copies of all service applications completed by the participant.
- 2.11 The Contractor shall provide monthly reports to the County identifying the number of eligibility support documents completed and services obtained.

2.12 The Contractor shall provide follow-up service data in the form of contact post referral within 30 days of initial meeting, to determine if the client was able to successfully connect to the service. If necessary, the Contractor shall reengage with the client to facilitate linkage or to identify a more appropriate plan. The Contractor shall evaluate the success of their collaborative service plan to ensure they stay current with changing services.

2.13 The Contractor shall maintain a current list of resources that are offered within the community. At a minimum, the list of resources shall include:

2.13.1 Medical

2.13.2 Dental

2.13.3 Mental Health

2.13.4 Public Health

2.13.5 Educational

2.13.6 Vocational

2.13.7 Housing

2.13.8 Social Services

2.13.9 Federal, state, or county entitlement programs

2.14 Performance Measures

2.14.1 One hundred percent (100%) of eligible participants shall have a Service Plan.

2.14.2 One hundred percent (100%) of eligible participants shall receive assistance in obtaining eligibility support documents (if applicable).

2.14.3 One hundred percent (100%) of eligible participants shall have a file that details all System Navigation Services, to include but not limited to connection and follow-up.

Eligible participants are defined as referred individuals that report for services.

2.15 All participants shall have a case file with documentation of the referral services. All case files shall be made available for announced and

unannounced County inspection. At a minimum, case files shall include the following:

2.15.1 Completed County referral form

2.15.2 Release of Information form(s)

2.15.3 Needs assessment

2.15.4 Service plan(s)

2.15.5 Case notes

2.16 Additional Requirements

2.16.1 The Contractor shall attend meetings and provide a monthly information report to the County's Program Manager by the 15<sup>th</sup> of the following month. Report format and content is subject to final County review and approval.

2.16.2 The Contractor shall provide to the County, upon request, with additional data relative to performance.

### **3.0 QUALITY CONTROL PLAN**

The Contractor shall establish and maintain a Quality Control Plan to ensure that the terms of the Contract are met. The Contractor shall submit the plan as part of the Proposal. The original plan and any amendments are subject to County review and approval, and shall include, but not be limited to, the following:

3.1 An inspection system covering all the services listed on Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B, (Statement of Work Technical Exhibits). It must specify the activities to be inspected on a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.

3.2 The methods for identifying and preventing deficiencies in the quality of service 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 the County during the term of the Contract as set forth in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of the Contract.

- 3.4 The methods 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) that would result in the Contractor's inability to perform the terms of the contract.
- 3.5 The methods to ensure confidentiality of participant records and information while in the care of the Contractor's employees.
- 3.6 The methods for maintaining security of records and prevent the loss or destruction of data.

#### **4.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15 (County's Quality Assurance Plan).

##### **4.1 Performance Evaluation Meetings**

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

- 4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule, or as required by the County.
- 4.3 The County shall have the right to remove any Contractor personnel under this Contract, who are deemed unsatisfactory in the sole judgement of the County's Program Manager. The Contractor personnel will be removed and replaced by the Contractor within twenty-four (24) hours at the 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 period mutually agreed upon by the County and the Contractor.

The County's Program Manager will determine whether a formal Contract Discrepancy Report shall be issued as referenced in Technical Exhibit 2 (Contract Discrepancy Report) of Appendix B (Statement of Work Technical Exhibits). Upon receipt of a Contract Discrepancy Report, the Contractor is required to respond in writing to the County's Program Manager within five

(5) business days, acknowledging the reported discrepancies, and presenting rebuttal evidence, if applicable. The Contractor shall submit a remedial plan to correct all deficiencies identified in the Contract Discrepancy Report to the County's Program Manager within ten (10) business days of receipt of the Contract Discrepancy Report.

#### **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, the personnel may not unreasonably interfere with the Contractor's performance.

### **5.0 DEFINITIONS**

- 5.1 Business Day - Monday through Friday, 8 a.m. to 5 p.m., PT, not including County holidays.
- 5.2 Contract Discrepancy Report (CDR) - A report prepared by the County's Program Manager to inform the Contractor of substandard service.
- 5.3 Contract Start Date - The date the Contractor begins work in accordance with the terms of the Contract.
- 5.4 Contractor's Project Director - Person designated by the Contractor to administer the Contract operations after the Contract award.
- 5.5 County's Contract Manager - Person designated by the County with actual and apparent authority on contractual and/or administrative matters relating to this Contract.
- 5.6 County's Contract Monitor - Person who monitors the Contract and provides reports to the County's Contract Manager and the County's Program Manager.
- 5.7 County's Program Manager - Person designated by the County to manage the operations under this Contract.
- 5.8 Liquidated Damages - The monetary amount deducted from Contractor's payment due to non-compliance with the Contract and/or substandard performance.
- 5.9 Participant Records - Personal and social history, including criminal information of adult offenders. The records include legal documents and other information, which are confidential. The information is not to be discussed with, or disclosed to, unauthorized persons as defined by Probation.

- 5.10 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.
- 5.11 Quality Control Plan - All necessary measures taken by the Contractor to ensure that the quality of service meets the Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency, and conformity to the requirements set forth in the Statement of Work.

## **6.0 RESPONSIBILITIES**

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

### **COUNTY**

#### **6.1 Personnel**

The County will administer the Contract according to the Contract, Paragraph 6, Administration of Contract – County. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.1 Amendments.

#### **6.2 Furnished Items**

The County shall make available a desk, table, chair, and photocopier.

### **CONTRACTOR**

#### **6.3 Project Director**

- 6.3.1 The Contractor shall provide its own full-time officer or employee as the Project Director. The Project Director/authorized agent shall be available for telephone contact and/ or meetings between 8:00 a.m. and 5:00 p.m., PT, Monday through Friday, excluding County holidays. The Project Director shall provide overall management and coordination of this Contract and shall act as the sole contact person with the County.



- 6.3.2 When Contract work is performed at times other than described above, or when the 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 the required or similar services for a minimum of two (2) years within the last five (5) years and hold a bachelor's degree.
- 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 be able to effectively communicate in English, both orally and in writing.
- 6.3.5 The County shall have exclusive right to review and approve the Project Director. The County shall have exclusive right to remove the Project Director/authorized agent and any replacement recommended by the Contractor.
- 6.3.6 The Project Director shall be directly involved in the hiring of staff who will deliver the contracted services.
- 6.3.7 The Project Director shall be directly involved in supervising the staff responsible for service delivery. This shall include conducting staff meetings and observing and reviewing/supervising staff.

#### **6.4 Personnel**

- 6.4.1 The Contractor shall provide competent staff to perform the terms of the Contract. The Contractor shall maintain professional staff with a minimum of two (2) years' experience working with the target population. The County shall have the exclusive right to review and approve all staff prior to assignment.
- 6.4.2 The Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed a confidentiality form that meets the standards of the County of Los Angeles Probation Department regarding access to confidential Criminal Offender Record Information (CORI). **The Contractor shall retain the original CORI form and forward a copy to the County's Program Manager within five (5) business days of start of employment.** The CORI form is listed in Technical Exhibit 3 (Confidentiality of CORI Information) of Appendix B (Statement of Work Technical Exhibits).

- 6.4.3 All personnel must be able to read, write, spell, speak, and understand English.
- 6.4.4 The County has the absolute 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 right to have the County's Program Manager or a designated alternate, interview all prospective employees or agents 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 have alternate staff that have successfully passed background clearances pursuant to Paragraph 7.5 (Background and Security Investigations) of the Contract.

## **6.5 Identification Badges**

The Contractor shall ensure their employees are appropriately identified as set forth in Subparagraph 7.4 (Contractor's Staff Identification) of Appendix C (Sample Contract).

## **6.6 Furnished Items**

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

## **6.7 Office**

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

## **7.0 HOURS/DAYS OF WORK**

The Contractor shall be required to provide services at a minimum of 40 hours per week and be flexible enough to service the needs of the participants.

## **8.0 UNSCHEDULED WORK**

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

## **9.0 PERFORMANCE REQUIREMENTS SUMMARY**

- 9.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be consistent with the Contract and the Statement of Work (SOW), and are not meant to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In the event of an apparent inconsistency between services as stated in the Contract, SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service appears to be created in the PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that service will be null and void and place no obligation on the Contractor.
- 9.2 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 to be used by the County, and liquidated damages to be imposed for substandard performance. The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits) or other such procedures as may be necessary to ascertain Contractor compliance with this Contract. Failure of the Contractor to achieve this standard may result in an assessment of liquidated damages against Contractor's monthly payment as determined by the County.
- 9.3 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:
  - 9.3.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the substandard performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
  - 9.3.2 Reduce payment to the Contractor by a computed amount based on the assessment fee(s) in the PRS.

- 9.3.3 Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations or substandard levels of performance.
- 9.3.4 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 Subparagraph does not limit the County’s exclusive right to terminate the Contract upon ten (10) business days’ written notice with or without cause, as provided for in Paragraph 8.42 (Termination of Convenience) of the Contract.

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**APPENDIX B**

**STATEMENT OF WORK**

**TECHNICAL EXHIBITS**

## **APPENDIX B**

### **STATEMENT OF WORK**

### **TECHNICAL EXHIBITS**

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# TECHNICAL EXHIBIT 1

## PERFORMANCE REQUIREMENTS SUMMARY CHART

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

**TECHNICAL EXHIBIT 2  
CONTRACT DISCREPANCY REPORT**

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

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

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

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

**Returned by Contractor:** \_\_\_\_\_

**Action Completed:** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of 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 documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

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

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

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

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
Classification

\_\_\_\_\_  
Date

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

**TECHNICAL EXHIBIT 4  
PROBATION AREA OFFICES**

<b>Antelope Valley</b> 42011 4 <sup>th</sup> St. W. Ste. 1900 Lancaster, CA 93534
<b>East San Fernando Valley</b> 14414 Delano St. Van Nuys, CA 91401
<b>San Gabriel Valley</b> 11234 E. Valley Blvd., Ste. 302 El Monte, CA 91731
<b>Foothill</b> 300 E. Walnut St, Rm. 200 Pasadena, CA 91101
<b>Pomona Valley</b> 1660 W. Mission Blvd. Pomona, CA 91766
<b>Santa Monica</b> 1725 Main St. Santa Monica, CA 90401
<b>Firestone/MLK</b> 12021 S. Wilmington Ave., Bldg. 18, Ste. B001A Los Angeles, CA 90059
<b>Reentry Opportunity Center (ROC)</b> 3965 Vermont Ave. Los Angeles, CA 90037
<b>South Central</b> 200 W. Compton Blvd., Ste. 300 Compton, CA 90220
<b>Centinela</b> 1330 W. Imperial Highway Los Angeles, CA 90044
<b>Rio Hondo</b> 8240 S. Broadway Blvd. Whittier, CA 90606
<b>Long Beach</b> George Deukmejian Courthouse 275 Magnolia Ave., Ste. 1985 Long Beach, CA 90802

**APPENDIX C**

**SAMPLE CONTRACT**



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**(CONTRACTOR)**

**TO PROVIDE**

**SYSTEM NAVIGATION SERVICES**

**SAMPLE CONTRACT  
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## **STANDARD EXHIBITS**

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

A	Statement of Work (SOW).....
B	Budget Sheet .....
C	Intentionally Omitted .....
D	County's Administration .....
E	Contractor's Administration .....
F	Confidentiality Forms .....
F1	Contractor Acknowledgement and Confidentiality Agreement.....
F2	Contractor Employee Acknowledgement and Confidentiality Agreement.....
F3	Contractor Non-Employee Acknowledgement and Confidentiality Agreement.....
G	Safely Surrendered Baby Law.....
H	Intentionally Omitted .....
I	Intentionally Omitted .....
J	Charitable Contributions Certification.....
K	Intentionally Omitted .....
L	Background Request Form .....
M	Contract Discrepancy Report .....
N	Confidentiality of CORI Information.....
O	Employee's Acknowledgement of Employer .....
P	Performance Requirements Summary (PRS) Chart.....
Q	Probation Area Offices.....



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

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

**TO PROVIDE**  
**SYSTEM NAVIGATION SERVICES**

This Contract ("Contract") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the County of Los Angeles, hereinafter referred to as County and \_\_\_\_\_, hereinafter referred to as Contractor. \_\_\_\_\_ is located at \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the County of Los Angeles Probation Department has a need for the services of a Contractor to provide System Navigation Services; and

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

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

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

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, D, E, F1, F2, F3, G, J, L, M, N, O, P, and Q 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 will 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 (SOW)
- 1.2 EXHIBIT B - Budget Sheet
- 1.3 EXHIBIT C - Intentionally Omitted
- 1.4 EXHIBIT D - County's Administration
- 1.5 EXHIBIT E - Contractor's Administration
- 1.6 EXHIBIT F - Confidentiality forms
  - EXHIBIT F1 - Contractor Acknowledgement and Confidentiality Agreement
  - EXHIBIT F2 - Contractor Employee Acknowledgement and Confidentiality Agreement
  - EXHIBIT F3 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- 1.7 EXHIBIT G - Safely Surrendered Baby Law
- 1.8 EXHIBIT H - Intentionally Omitted
- 1.9 EXHIBIT I - Intentionally Omitted
- 1.10 EXHIBIT J - Charitable Contributions Certification
- 1.11 EXHIBIT K - Intentionally Omitted
- 1.12 EXHIBIT L - Background Request Form
- 1.13 EXHIBIT M - Contract Discrepancy Report
- 1.14 EXHIBIT N - Confidentiality of CORI Information
- 1.15 EXHIBIT O - Employee's Acknowledgement of Employer
- 1.16 EXHIBIT P - Performance Requirements Summary (PRS) Chart
- 1.17 EXHIBIT Q - Probation Area Offices

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 will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

## 2.0 DEFINITIONS

### 2.1 Standard Definitions:

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

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 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.
- 2.1.3 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.
- 2.1.4 Contractor's Project Director:** Person designated by the Contractor to administer the Contract operations after the Contract award.
- 2.1.5 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.6 County's Contract Manager:** Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract.
- 2.1.7 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.
- 2.1.8 County's Program Manager:** Person designated by the County to manage the daily operations under this Contract.
- 2.1.9 Day(s):** Calendar day(s) unless otherwise specified.

- 2.1.10 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.11 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.
- 2.1.12 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.13 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.

### **3.0 WORK**

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

### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract will be for a one (1) year period unless sooner terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of the Contractor by mutual written agreement for up to six (6) additional one (1) year periods for a maximum total contract term of seven (7) years.
- 4.2 Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon 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 will remain in effect for the duration of the extension.
- 4.3 The County maintains a database that tracks/monitors 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.

- 4.4 The Contractor must notify Probation 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 must send written notification to Probation at the address herein provided in Exhibit D (County's Administration).

## **5.0 CONTRACT SUM**

### **5.1 Total Contract Sum**

The Contract fee under the terms of this Contract will be the total monetary amount payable by the County to the Contractor on a cost reimbursement basis for supplying all services specified under this Contract. The total sum, inclusive of all applicable taxes, is **\$200,000** for a 12-month period. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein.

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

The Contractor must submit monthly invoices for actual costs incurred for services performed and administrative/indirect actual costs under this Contract consistent with Exhibit B (Budget Sheet). Invoices must detail the actual costs incurred and include supporting documentation for such cost. The Contractor must retain all relevant supporting documents and make them available to the County at any time for audit purposes. The Contractor must 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 to the County any amount which is found to violate the terms of this Contract or applicable County provisions.

### **5.2 Written Approval for Reimbursement**

The Contractor will 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, must not occur except with the County's express prior written approval.

### **5.3 Notification of 75% of Total Contract Sum**

The Contractor must 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 must 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**

The Contractor will 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 must immediately notify the County and must immediately repay all such funds to the County. Payment by the County for services rendered after expiration-termination of this Contract will not constitute a waiver of the County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Contract.

### **5.5 Invoices and Payments**

- 5.5.1 The Contractor must 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 must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B (Budget Sheet), and the Contractor will 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 will be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Budget Sheet).
- 5.5.3 The Contractor's invoices must 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 must submit the monthly invoices to the County by the 5<sup>th</sup> calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract must be submitted in two (2) copies to the following address:

**Adult CORE Division  
System Navigation Services, Program Manager  
County of Los Angeles Probation Department  
9150 East Imperial Highway, Room N74  
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 will 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 Preference Program Enterprises – Prompt Payment Program**

Certified Preference Program Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program.](#))

**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 a Contract with the County will 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 must 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 will supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the 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), will decide whether to approve exemption requests.

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

### **6.1 County's Administration**

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

### **6.2 County's Contract Manager**

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

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

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

- 6.3.1 Meeting with the Contractor's Project Director on a regular basis; and
- 6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; However, in no event will 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**

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

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

### **7.1 Contractor's Administration**

A listing of all the Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

### **7.2 Contractor's Staff**

- 7.2.1 The Contractor must have a Project Director pursuant to Section 6.3 (Project Director) of Exhibit A (Statement of Work).
- 7.2.2 The Contractor will 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**

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**

The Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

#### **7.5 Background and Security Investigations**

Background and security investigations of 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 will 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 will report, in writing, monitoring results to the County, indicating compliance or problem areas. Elements of the monitoring report will receive prior written approval from the County.

7.5.1 The Contractor will 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 will 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 will 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 will 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 will be on active probation or parole.

- 7.5.5 The Contractor or the subcontractor staff performing services under this Contract will 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 will be responsible for safeguarding all County information provided for use by the Contractor.

- 7.6.1 The Contractor must 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 must 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, or connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by the County, in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County will 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 will 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 will 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.

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

- 7.6.3.1 The Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).

- 7.6.3.2 The Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2 (Contractor Employee Acknowledgement and Confidentiality Agreement).

- 7.6.3.3 The Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement).

- 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 will 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 will be given copies of all cited code sections, and a CORI form to sign, as provided in Exhibit N (Confidentiality of CORI Information) regarding confidentiality of the information in adult and juvenile records. The Contractor must 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.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1 For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Chief Probation Officer or their designee.
- 8.1.2 The County's Board 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 or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Chief Probation Officer or their designee.
- 8.1.3 The Chief Probation Officer or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will 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 must be prepared and executed by the Contractor and by the Chief Probation Officer or their designee.

### **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1 The Contractor must 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 must 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 will be null and void. For purposes of this paragraph, County consent will 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 will be deductible, at 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 County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

In the event that the County's Board 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 will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will 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 must continue to provide all of the services set forth in this Contract.

### **8.5 Complaints**

The Contractor must develop, and maintain operating procedures for receiving, investigating, and responding to complaints.

### **8.5.1 Complaint Procedures**

- 8.5.1.1 Within fifteen (15) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating, and responding to user complaints.
- 8.5.1.2 The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- 8.5.1.3 If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.
- 8.5.1.4 If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5 The Contractor must 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.
- 8.5.1.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.7 Copies of all written responses must 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 must 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 must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and

expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph will be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County will 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 will 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 will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000(e)(1) through 2000(e)(17), to the end that no person will, 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. Additionally, the Contractor certifies to the County:

- 8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.



## **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](#).

### **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 must have and adhere to a written policy that provides that its Employees will 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.

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 will also be subject to the provisions of this subparagraph.

The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.

8.8.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor must 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 must 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, 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, will 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 will 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 must 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 will be a material breach of this Contract.

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

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must 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/START Participants**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. . Contractors must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [bservices@opportunity.lacounty.gov](mailto:bservices@opportunity.lacounty.gov) and DPSS will refer qualified GAIN/START job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must 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 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will 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 will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 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 will be presented to the Board. The Board will 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 interest 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will 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 will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will 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 will also apply to subcontractors of County contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) 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 will during the term of this Contract, maintain 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 will 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 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 will 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 must 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 County, for such repairs must 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 must 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 must retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor must 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 will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, e-mail or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will 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, e-mail, 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**

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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 will 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 will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor will 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 will 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 will be exclusively in the County.

## **8.22 Independent Contractor Status**

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor will 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 will 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 will 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 must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

## **8.23 Indemnification**

The Contractor must 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 must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **8.24.2 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, must 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 must 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 must 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 must match the name of the Contractor identified as the contracting party in this Contract. Certificates must 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), will be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements must be sent to:

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

8.24.2.6 The Contractor also must 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 must 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, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) must 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 will 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 must 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 must provide the County with, or Contractor's insurance policies must contain a provision that the County will 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 must 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 will 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 must 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 Must Be Primary**

The Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to the Contractor. Any County

maintained insurance or self-insurance coverage must 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 must 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 must include all subcontractors as insureds under the Contractor's own policies or must provide the County with each subcontractor's separate evidence of insurance coverage. The Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and the Contractor as additional insureds on the subcontractor's General Liability policy. The Contractor must 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 will 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 must 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 must precede the effective date of this Contract. The Contractor understands and agrees it will 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 must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.24.14 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must 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 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 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 must 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 must 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 must 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.

## **8.26 Liquidated Damages**

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

8.26.2 If the Chief Probation Officer, or their designee, determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer, or their designee, deems are correctable by the Contractor over a certain time span, the Chief Probation Officer, or their 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 their designee, may:

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual



damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in Exhibit P (Performance Requirements Summary (PRS) Chart), hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will 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 Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County's cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph must 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 Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

If the Contractor's prices decline or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the state at prices below those set forth in this Contract, then such lower prices must 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 will 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 certifies to the County each of the following:

8.28.2.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.28.2.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.28.2.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.28.2.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.28.3 The Contractor must 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 must 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 will comply with all applicable federal and state laws and regulations to the end that no person will, 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 will 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 will 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 will 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 will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 Non-Exclusivity**

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

## **8.30 Notice of Delays**

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

## **8.31 Notice of Disputes**

The Contractor must 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 will resolve it.

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

The Contractor must notify its employees, and will 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

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

The Contractor must notify and provide to its employees and will 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 G (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**

All notices or demands required or permitted to be given or made under this Contract must be in writing and will 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 D (County's Administration), and Exhibit E (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 designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

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

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will 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 will 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 will 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 must 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 will not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- 8.37.1.1 The Contractor must develop all publicity material in a professional manner; and
- 8.37.1.2 During the term of this Contract, the Contractor will not and will 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 will 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, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

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

- 8.38.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must 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, will 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, will be kept and maintained by the Contractor and will 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 must 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 will 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 must 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 will 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 Subparagraph 8.38 will 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 must 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 will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

Consistent with the Board 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 must 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 must 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 will 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 will 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 must forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor will 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 must 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 performs any work hereunder, the Contractor must ensure delivery of all such documents to:

**Yvonne Humphrey, Contract Analyst  
County of Los Angeles Probation Department  
Contracts & Grants Management Division  
9150 East Imperial Highway, Room D-29  
Downey, CA 90242**

**E-mail address: [Yvonne.Humphrey@probation.lacounty.gov](mailto:Yvonne.Humphrey@probation.lacounty.gov)**

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will 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 will 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 will 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 will 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 must:
  - 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 would 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 must 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 Contractor has materially breached this Contract; or
  - 8.43.1.2 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 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 will 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 will continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will 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 subparagraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43 (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 will 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) will 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 will 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 must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 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 will 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) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

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

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

Notwithstanding any other provision of this Contract, the County will 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 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 will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Validity**

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

#### **8.49 Waiver**

No waiver by the County of any breach of any provision of this Contract will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 will 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 will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contracting 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**

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) will 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 will be grounds upon which the County may terminate this Contract and/or pursue debarment of the Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

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

The Contractor must notify its employees and must 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 must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Elections Code Section 14000](#).

#### **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 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 will 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 will 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, 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 will 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 will survive the expiration, or other termination of this Agreement.

#### **8.59 Injury and Illness Prevention Program**

The Contractor will 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.

#### **8.60 Intentionally Omitted**

### **9 UNIQUE TERMS AND CONDITIONS**

#### **9.1 Intentionally Omitted**

#### **9.2 Intentionally Omitted**

#### **9.3 Intentionally Omitted**

#### **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](#)) increased Charitable Purposes Act requirements. By requiring Contractors to complete Exhibit J (Charitable Contributions Certification), 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 Intentionally Omitted**

## **9.8 Intentionally Omitted**

## **9.9 Intentionally Omitted**

## **9.10 Intentionally Omitted**

## **9.11 Intentionally Omitted**

## **9.12 Intentionally Omitted**

# **10 SURVIVAL**

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement for any reason:

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

Paragraph 5.4 (No payment for services provided following expiration-termination of contract)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)



Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)  
Paragraph 8.6 (Compliance with Applicable Law)  
Paragraph 8.19 (Fair Labor Standards)  
Paragraph 8.20 (Force Majeure)  
Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)  
Paragraph 8.23 (Indemnification)  
Paragraph 8.24 (General Provisions for all Insurance Coverage)  
Paragraph 8.25 (Insurance Coverage)  
Paragraph 8.26 (Liquidated Damages)  
Paragraph 8.34 (Notices)  
Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)  
Paragraph 8.42 (Termination for Convenience)  
Paragraph 8.43 (Termination for Default)  
Paragraph 8.48 (Validity)  
Paragraph 8.49 (Waiver)  
Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))  
Paragraph 10 (Survival)

/

/

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

COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT

By \_\_\_\_\_  
GUILLERMO VIERA ROSA  
CHIEF PROBATION OFFICER

**(CONTRACTOR NAME)**

By \_\_\_\_\_

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

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

DAWYN R. HARRISON  
COUNTY COUNSEL

By \_\_\_\_\_  
DEPUTY COUNTY COUNSEL

**APPENDIX D**  
**REQUIRED FORMS**

## **APPENDIX D REQUIRED FORMS**

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# REQUIRED FORMS – EXHIBIT 1

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## ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

PROPOSER NAME:	COUNTY WEBVEN NUMBER:
ADDRESS:	
TELEPHONE NUMBER:	E-MAIL:
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER:

1	<p>Select the options that best define your firm's business structure:</p> <p> <input type="checkbox"/> Corporation  <input type="checkbox"/> Limited Liability Company (LLC)  <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Sole Proprietorship  <input type="checkbox"/> Non-Profit  <input type="checkbox"/> Franchise  <input type="checkbox"/> Other (Specify)         </p>	<p><b>If Corporation or Limited Liability Company (LLC):</b>            Legal Name (as stated in Articles of Incorporation): _____</p> <p>State if Incorporation: _____            Year of Incorporation: _____</p> <p><b>If Limited Partnership or a Sole Proprietorship:</b>            Name of proprietor or managing partner: _____</p> <p><b>If Other:</b> Specify business structure name: _____</p>						
2	<p>Is your firm doing business under one or more DBA's?</p> <p> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>	<p>Name: _____</p> <p>Country of Registration: _____</p> <p>Year became DBA: _____</p>						
3	<p>Is your firm wholly/majority owned by, or a subsidiary of another firm?</p> <p> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>	<p>If yes, indicate name of Parent Firm and State of Incorporation.            Name of Parent Firm: _____</p> <p>State of Incorporation or registration of parent firm: _____</p>						
4	<p>Has your firm done business as other names within last five (5) years?</p> <p> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>	<p>If yes, indicate any other names and the year of name change.</p> <table border="0"> <tr> <td>Name(s):</td> <td>Year(s) of Name Change</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table>	Name(s):	Year(s) of Name Change	_____	_____	_____	_____
Name(s):	Year(s) of Name Change							
_____	_____							
_____	_____							

## ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

5	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"	
6	<b>Is your firm involved in any pending acquisition or mergers?</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	Name: _____  Title: _____  Phone: _____  Email: _____  _____  Name: _____  Title: _____  Phone: _____  Email: _____  _____  Name: _____  Title: _____  Phone: _____  Email: _____

**REQUIRED FORMS – EXHIBIT 2**  
**CERTIFICATION OF COMPLIANCE**

Page 1 of 2

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	<a href="#">LACC 2.180</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	<a href="#">LACC 2.160</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	<a href="#">Motion</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	<a href="#">Board Policy 5.250</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
5	<p>Charitable Contributions Certification</p> <p>Enter the California Registry of Charitable Trusts "CT" number and attach a copy of firm's 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 (If Applicable)</p>	<a href="#">Board Policy 5.065</a>	<p><b>Check the Certification below that is applicable to your company.</b></p> <p><input type="checkbox"/> 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.</p> <p><b>OR</b></p> <p><input type="checkbox"/> Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document 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.</p>
6	Attestation of Willingness to Consider Gain/Start Participants	<a href="#">Board Policy 5.050</a>	<p><b>Certifies Compliance?</b>  <input type="checkbox"/> Yes   <input type="checkbox"/> No </p> <p><b>Willing to provide GAIN/START participants access to employee mentoring program?</b></p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><input type="checkbox"/> N/A-program not available.</p>

## REQUIRED FORMS – EXHIBIT 2 CERTIFICATION OF COMPLIANCE

Page 2 of 2

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

7	Contractor Employee Jury Service Program Certification Form & Application for Exception	<a href="#">LACC 2.203</a>	<p style="text-align: center;"><b>Certifies Compliance?</b>  <input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><b>If No, identify exemption:</b></p> <p><input type="checkbox"/> My business does not meet the definition of “contractor”, as defined in the Program.</p> <p><input type="checkbox"/> My business is a small business as defined in the program.</p> <p><input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.</p>
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	<a href="#">LACC 2.206</a>	<p style="text-align: center;"><b>Certifies Compliance?</b>  <input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><b>If No, identify exemption:</b></p>



**REQUIRED FORMS – EXHIBIT 3**  
**INTENTIONALLY OMITTED**

# **REQUIRED FORMS – EXHIBIT 4** **DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS**

Proposer's Name: \_\_\_\_\_

1. DEBARMENT HISTORY (Check one)		YES	NO
Proposer is currently debarred by a public entity		<input type="checkbox"/>	<input type="checkbox"/>
If yes, please provide the name of the public entity:			
2. LIST OF TERMINATED CONTRACTS (Check one)		YES	NO
Proposer has contracts that have been terminated in the past three (3) years.		<input type="checkbox"/>	<input type="checkbox"/>

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service: \_\_\_\_\_ Name of Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Termination Date: \_\_\_\_\_ Name/Contract No: \_\_\_\_\_  
 Reason for Termination: \_\_\_\_\_  
 \_\_\_\_\_

Service: \_\_\_\_\_ Name of Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Termination Date: \_\_\_\_\_ Name/Contract No: \_\_\_\_\_  
 Reason for Termination: \_\_\_\_\_  
 \_\_\_\_\_



## REQUIRED FORMS – EXHIBIT 5

### COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE	REFERENCE	TITLE	REFERENCE		
1 FIRM/ORGANIZATION INFORMATION	The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.	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.		
<b>Total Number of Employees in California:</b>					
<b>Total Number of Employees</b> (including owners):					
<b>Race/Ethnic Composition of Firm.</b> Enter the make-up of Owners/Partners/Associate Partners into the following categories:		<input type="checkbox"/> <b>Check if not applicable</b>			
Race/Ethnic Composition	Owners/Partners/ Associate Partners	Percentage of how ownership of the firm is distributed			
	Male	Female	Male	Female	
Black/African American			%	%	
Hispanic/Latino			%	%	
Asian or Pacific Islander			%	%	
Native Americans			%	%	
Subcontinent Asian			%	%	
White			%	%	

  

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ

**REQUIRED FORMS – EXHIBIT 6**  
**PROPOSER’S MINIMUM MANDATORY QUALIFICATIONS**

Page 1 of 2

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"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> Subparagraph 3.1 | The Proposer must submit a proposal by <b><u>December 21, 2023, 12:00 p.m., PT.</u></b>   |
| <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> Subparagraph 3.2 | The Proposer demonstrated that they are a non-profit community-based organization (CBO).  |
| <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> Subparagraph 3.3 | The Proposer demonstrated a minimum of two (2) years’ experience within the last five (5) years working with adult convicted felons providing re-entry services.                    |
| <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> Subparagraph 3.4 | The Proposer demonstrated a minimum of one (1) year experience within the last three (3) years administering federal, state, county, or city contracts.                             |
| <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> Subparagraph 3.5 | The Proposer must have an administrative business office located within the County of Los Angeles. <b>The address to the administrative business office must be included below.</b> |

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

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

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

**REQUIRED FORMS – EXHIBIT 6**  
**PROPOSER'S MINIMUM MANDATORY QUALIFICATIONS**

Page 2 of 2

☐ **Yes**   ☐ **No**   Subparagraph 3.6

The Proposer does not have unresolved questioned cost, 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 7  
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.

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

**REQUIRED FORMS – EXHIBIT 8  
PROSPECTIVE CONTRACTOR LIST OF CONTRACTS**

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

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

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

**REQUIRED FORMS – EXHIBIT 9  
DECLARATION**

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-8 IS TRUE AND CORRECT.**

PRINT NAME:	TITLE:
SIGNATURE:	DATE:



**REQUIRED FORMS – EXHIBIT 10  
BUDGET SHEET**

**SYSTEM NAVIGATION SERVICES**

**PROBATION AREA OFFICE:** \_\_\_\_\_  
(No more than one Probation Area Office)

The undersigned offers to provide all labor and supplies necessary to provide System Navigation Services for probationers as set forth in RFP# 6402308.

**Said work will be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore must be stated in Exhibit 11. 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 will be for actual costs incurred for services and administrative/indirect costs. I will retain all relevant supporting documents and make them available to County at any time for audit purposes.

I agree to provide the specified services for the County of Los Angeles - Probation Department in accordance with the attached specifications on a cost reimbursement basis at a cost not to exceed \$200,000 for a one-year period.

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

**REQUIRED FORMS – EXHIBIT 11**  
**SAMPLE BUDGET SHEET FOR SYSTEM NAVIGATION SERVICES**

Proposer: \_\_\_\_\_

**DIRECT COST** (List each staff classification)

Payroll Title	FTE*	Hourly Rate	Monthly Salary
Employee Classification			
Employee Classification			
Employee Classification			
Employee Classification			
Others (Please continue to list)			
<b>Total Salaries and Wages</b>			

\*FTE = Full Time Equivalent Positions

Employee Benefits	No. of Employees	Monthly Cost per FTE
Medical Insurance		
Dental Insurance		
Life Insurance		
Other (list)		
<b>Total Benefits</b>		
<b>Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)</b>		
<b>Total Payroll Taxes</b>		
<b>Insurance (List Type/Coverage. See Sample Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)</b>		
Vehicles		
Supplies		
Services		
Office Equipment		
Telephone/Utilities		
Other (please continue to list)		
<b>Total Insurance/Misc. S &amp; S</b>		

**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 11a**  
**BUDGET NARRATIVE**

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

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

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

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

---

Name of Firm

---

Print Name of Signer

Title

---

Signature

Date

## **APPENDICES E – F**

## APPENDICES E – F

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## SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

***Proposers/Bidders requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.***

Proposer/Bidder Name:	Date of Request:
Solicitation Title:	Solicitation No.:

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

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

For each area contested, Proposer/Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

### For County use only

Date SRR Request Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

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 Exhibit J (Charitable Contributions Certification) of Appendix A.

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**

### **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 D 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.**