



PROBATION DEPARTMENT

REQUEST FOR PROPOSALS TO PROVIDE COMPREHENSIVE ELECTRONIC MONITORING SERVICES

January 29, 2016

**Prepared By
County of Los Angeles**

RFP #6401602

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APPENDICES:

- A Statement of Work:** Explains in detail the required services to be performed by the Contract.
- B RFP Technical Exhibits:** Technical Exhibits to the Statement of Work.
- C Sample Contract:** Identifies the terms and conditions in the Contract.
- D Required Forms:** Forms that must be completed and included in the proposal.
- E Transmittal form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- F County of Los Angeles Policy on Doing Business With Small Business:** Los Angeles County Policy
- G Jury Service Ordinance:** Los Angeles County Code
- H Listing of Contractors Debarred in Los Angeles County:** Contractors who are not allowed to contract with the County for a specific length of time.
- I IRS Notice 1015:** Provides information on Federal Earned Income Credit.
- J Safely Surrendered Baby Law:** Los Angeles County Program
- K Intentionally Omitted**
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1.0 INTRODUCTION

The Los Angeles County Department of Probation (Probation) is issuing this Request for Proposals (RFP) to solicit proposals for a Contract with an organization that can provide Comprehensive Electronic Monitoring Services (CEMS) on a twenty-four (24) hour continuous basis for Probation's Global Positioning System Monitoring Program (GPSMP), Juvenile Electronic Monitoring Program (JEMP), and Adult Electronic Monitoring Program (Adult EMP).

2.0 PURPOSE/AGREEMENT FOR COMPREHENSIVE ELECTRONIC MONITORING SERVICES

2.1 Statement of Work

The Contractor shall provide CEMS on a twenty-four (24) hour continuous basis for the County of Los Angeles Probation Department's GPSMP, JEMP, and Adult EMP. The Contractor shall provide all technology, equipment, consumables, systems and related support services, cellular wireless services, accessories, tracking services, data storage, local law enforcement crime scene incident data collection and storage, crime scene correlation mapping analysis and reporting, point pattern analysis, monitoring center support services, training, user manuals, consultation, on-site assistance, and problem analysis not limited to additional support services. The Contractor's administrative business office, monitoring services and data center facilities must be located within the United States.

The Contractor shall be expected to implement the Statement of Work contained in Appendix A (Statement of Work) of this RFP.

2.2 Sample Agreement: County Terms and Conditions

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

2.2.1 Anticipated Contract Term

The Contract term of this contract shall be for a twelve (12) month period, unless terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of the Contractor, by mutual written agreement, for up to six (6) additional twelve (12) month periods for a maximum total Contract term of seven (7) years.

Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-

to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of the Contractor. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

2.2.2 Contract Rates

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

2.2.3 Days of Operation

Contractor shall be required to provide Comprehensive Electronic Monitoring Services on a twenty-four (24) hours continuous basis.

2.2.4 Indemnification and Insurance

The Contractor shall be required to comply with the indemnification provisions contained in the - Appendix C, Sample Contract, Subparagraph 8.23. The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in the Appendix C, Sample Contract, Subparagraphs 8.24 and 8.25.

2.2.5 SPARTA Program

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com.

2.2.6 Intentionally Omitted

3.0 PROPOSER'S MINIMUM MANDATORY QUALIFICATIONS

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

- 3.1 Proposer must attend the Mandatory Proposers' Conference scheduled for **February 18, 2016, 1:00 p.m., PT.**
- 3.2 Proposer must submit a proposal by **March 25, 2016, 12:00 p.m., PT.**
- 3.3 Proposer must demonstrate that the agency has a minimum of three (3) years' experience within the last five (5) years providing services in the area of electronic monitoring, including GPS technology, for a population of five hundred (500) or more participants.
- 3.4 Proposer must have an administrative business office located within the United States. The address to the administrative business office must be included in Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) of Appendix D (Required Forms).

4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

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

4.1 Final Contract Award by the Board of Supervisors

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

4.2 County Option to Reject Proposals

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

4.3 County's Right to Amend Request for Proposals

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

4.4 Background and Security Investigations

Background and security investigations of the Contractor's staff are required as a condition of beginning and continuing work under the resulting Contract. The cost of background checks is the responsibility of the Contractor. The Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 4.4.1 through 4.4.6. On at least a quarterly basis, the Contractor shall report, in writing, monitoring results to the County, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from the County.

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

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

4.4.3 The County reserves the right, in its sole discretion, to preclude the Contractor or Sub-Contractor from employment or continued

employment of any individual performing services under this Contract.

4.4.4 No Contractor or Sub-Contractor staff providing services under this Contract shall be on active probation or parole.

4.4.5 The Contractor or Sub-Contractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.

4.4.6 Because the County is charged by the State for checking the criminal records of the Contractor's or Sub-Contractor's employees, the County will bill the Contractor to recover these expenses. The current amount is thirty-two dollars (\$32.00) per record check, which is subject to change by the state.

4.5 County's Quality Assurance Plan

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

5.0 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS

5.1 Notice to Proposers Concerning the Public Records Act

5.1.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended proposer's proposal will become a matter of public record when (1) contract negotiations are complete; (2) 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.

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

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

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

5.2 Contact with County Personnel

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

**Vanessa Paniagua, Contract Analyst
County of Los Angeles Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D29
Downey, CA 90242**

**Email address: vanessa.paniagua@probation.lacounty.gov
Fax #: (562) 658-2307**

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

5.3 Mandatory Requirement to Register on County's WebVen

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

5.4 Protest Policy Review Process

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

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

5.4.3 Grounds for Review

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

- Review of Solicitation Requirements (reference paragraph 7.3 in the Proposal Submission Requirements Section)
- Review of a Disqualified Proposal (reference paragraph 8.3 in the Selection Process and Evaluation Criteria Section)
- Review of Proposed Contractor Selection (reference paragraph 8.7 in the Selection Process and Evaluation Criteria Section)

5.5 Injury and Illness Prevention Program

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

5.6 Confidentiality and Independent Contractor Status

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

5.7 Conflict of Interest

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

5.8 Determination of Proposer Responsibility

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

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

5.8.3 The County may declare a Proposer to be non-responsible for purposes of this Contract if the Board of Supervisors, in its

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

5.8.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

5.8.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.

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

5.9 Proposer Debarment

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

engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

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

debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

5.9.8 These terms shall also apply to proposed Sub-Contractors of Proposers on County contracts.

5.9.9 Appendix H (Listing of Contractors Debarred in Los Angeles County) provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

5.10 Adherence to County's Child Support Compliance Program

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

5.11 Gratuities

5.11.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Contract or that the Proposer's

failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

5.11.2 Proposer Notification to County

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

5.11.3 Form of Improper Consideration

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

5.12 Notice to Proposers Regarding the County Lobbyist Ordinance

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

5.13 Federal Earned Income Credit

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

5.14 Consideration of GAIN/GROW Participants for Employment

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

Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall submit a completed Exhibit 9 (Attestation of Willingness to Consider GAIN/GROW Participants) of Appendix D (Required Forms) along with their proposal.

5.15 Recycled Bond Paper

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

5.16 Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each Sub-Contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix J (Safely Surrender Baby Law) of this RFP and is also available on the Internet at www.babysafela.org for printing purposes.

5.17 Jury Service Program

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

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

- 5.17.1 The Jury Service Program requires Contractors and their Sub-Contractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program.
- 5.17.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service

Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve (12) months which, if added to the annual amount of this Contract is less than five hundred thousand dollars (\$500,000); and, 3) is not an “affiliate or subsidiary of a business dominant in its field of operation”. The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

5.17.3 If a Contractor does not fall within the Jury Service Program’s definition of “Contractor” or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Exhibit 10 (Contractor Employee Jury Service Program Certification Form and Application for Exception) of Appendix D (Required Forms) and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor’s application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County’s decision will be final.

5.18 Intentionally Omitted

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

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

5.20 Intentionally Omitted

5.21 Defaulted Property Tax Reduction Program

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

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing and submitting Exhibit 21 (Certification of Compliance with The County's Defaulted Property Tax Reduction Program) of Appendix D (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

5.22 Time Off for Voting

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

6.0 COUNTY'S PREFERENCE PROGRAMS

6.1 County Policy on Doing Business with Small Business

6.1.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business

participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

- 6.1.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in paragraph 6.2 of this solicitation.
- 6.1.3 The Jury Service Program provides exceptions if a company qualifies as a Small Business. Further explanation of this program is provided in Subparagraph 5.17 (Jury Service Program) of this solicitation.
- 6.1.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

6.2 Local Small Business Enterprise Preference Program

- 6.2.1 The County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business and 2) has had its principal office located in Los Angeles County for at least one year. The business must be certified by Internal Services Department as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
- 6.2.2 To apply for certification as a Local SBE, businesses may register with the Department of Consumer and Business Affairs at <http://laosb.org>.
- 6.2.3 Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must attach the Local SBE Certification Letter to Exhibit 7 (Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form) of Appendix D (Required Forms) with their proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.
- 6.2.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations,

Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

6.3 Local Small Business Enterprise (SBE) Prompt Payment Program

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

6.4 Disabled Veteran Business Enterprise Preference Program (DVBE)

6.4.1 The County will give preference during the solicitation process to businesses that meet the definition of a Disabled Veteran Business Enterprise, consistent with Chapter 2.211 of the Los Angeles County Code. A Disabled Veteran Business Enterprise vendor is defined as: 1) A business which is certified by the State of California as a Disabled Veteran Business Enterprise; or 2) A business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).

6.4.2 Certified Disabled Veteran Business Enterprise vendors must request the preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification is affirmed.

6.4.3 In no case shall the Disabled Veteran Business Enterprise Preference Program price or scoring preference be combined with any other county preference program to exceed eight percent (8%) in response to any county solicitation.

6.4.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Disabled Veteran Business Enterprise.

6.4.5 To request the Disabled Veteran Business Enterprise Preference, Proposer must complete Exhibit 22 (Request for DVBE Preference Program Consideration) in Appendix D (Required Forms) and submit it along with all supporting documentation with their proposal.

Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8,

Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>.

Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>.

6.5 Intentionally Omitted

7.0 PROPOSAL SUBMISSION REQUIREMENTS

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

7.1 Truth and Accuracy of Representations

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

7.2 RFP Timetable

The timetable for this RFP is as follows:

- Release of RFP**January 29, 2016**
- Written Questions Due **February 11, 2016, 12:00 p.m., PT**
- Request for a Solicitation Requirements Review Due
..... **February 12, 2016, 12:00 p.m., PT**
- Mandatory Proposers Conference **February 18, 2016, 1:00 p.m., PT**
- **Proposals due by**.....**March 25, 2016, 12:00 p.m., PT**

7.3. Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E (Transmittal Form to Request a Solicitation Requirements Review) to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements

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

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation which demonstrates the underlying ability of the person or entity to submit a proposal;
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. Application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

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

All Requests for Review should be submitted to:

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

7.4 Proposers' Questions

Proposers may submit written questions regarding this RFP by mail, fax, or e-mail to the individual identified below. All questions must be received by **February 11, 2016, 12:00 p.m., PT**. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

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

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

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

Email address: vanessa.paniagua@probation.lacounty.gov

Fax #: (562) 658-2307

7.5 Intentionally Omitted

7.6 Mandatory Proposers Conference

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

Date: February 18, 2016

Time: 1:00 p.m., PT

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

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

7.7. Preparation of the Proposal

Two (2) separate proposals must be submitted - a Business Proposal and a Cost Proposal. All proposals must be bound and submitted in the

prescribed format. Any proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion.

7.8 Business Proposal Format

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

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

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

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

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

If the below referenced documents are not available at the time of Business Proposal submission, Proposers must request the

appropriate documents from the California Secretary of State and provide a statement on the status of the request.

7.8.3 Required Support Documents:

Corporations or Limited Liability Company (LLC):

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

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

7.8.4 Limited Partnership:

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

7.8.5 Table of Contents

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

7.8.6 Executive Summary (Section A)

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

7.8.7 Proposer's Qualifications (Section B)

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

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

Section B.1.1: Provide a summary of relevant background information to demonstrate that the Proposer meets the minimum qualification(s) stated in paragraph 3.0 of this RFP

and has the capacity to perform the required services as a corporation or other entity.

Section B.1.2: In addition to the above, **include a resume for the Project Director, demonstrating that the Project Director has a minimum of three (3) years' experience within the last five (5) years in the management and operation of electronic monitoring services or similar scope and is a current employee of the agency.** The resume must include dates for the positions listed.

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

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

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

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

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

i. Exhibit 2 (Prospective Contractor References)

Proposer must provide three (3) references where the same or similar scope of services was provided.

ii. Exhibit 3 (Prospective Contractor List of Contracts)

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

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

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

C. Financial Capability (Section B.3)

Provide copies of the company's most current and prior two (2) fiscal years (for example 2009 and 2008) financial statements. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

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

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

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

Present a description of the methodology the Proposer will use to meet the Contract work requirements and describe in detail how the services will be performed to meet the intent of Appendix A (Statement of Work) of this RFP as follows:

- Section C1: Scope of Work (SOW Section 1.0)
- Section C1: Monitoring Services (SOW Section 1.1)
- Section C2: Monitoring Center Requirements (SOW Section 1.2)
- Section C3: System Software Requirements (SOW Section 1.3)
- Section C4: Mapping Capability (SOW Section 1.4)
- Section C5: Crime Scene Correlation Mapping Analysis Requirements (SOW Section 1.5)
- Section C6: Point Pattern Analysis Requirements (SOW Section 1.6)
- Section C7: Reporting Requirements (SOW Section 1.7)
- Section C8: Data Documentation Requirements (SOW Section 1.8)
- Section C9: Data Support Requirements (SOW Section 1.9)
- Section C10: Data Center Requirements (SOW Section 1.10)
- Section C11: Data Access/Storage Requirements (SOW Section 1.11)
- Section C12: Local Law Enforcement Crime Scene Incident Data Collection Requirements (SOW Section 1.12)
- Section C13: Crime Scene Correlation Mapping Analysis Requirements (SOW Section 1.13)
- Section C14: Training and Consultation Requirements (SOW Section 1.14)
- Section C15: Global Positioning System Monitoring Program (SOW Section 2.1)
- Section C16: Juvenile Electronic Monitoring Program (SOW Section 2.2)
- Section C17: Adult Electronic Monitoring Program (SOW Section 2.3)

Section C18: Implementation Services (SOW Section 2.4)

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

7.8.9 Proposer's Quality Control Plan (Section D)

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

The following factors may be included in the plan:

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

7.8.10 Intentionally Omitted

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

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

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

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

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

For each exception, the Proposer shall provide:

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

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

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

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

7.8.12 Business Proposal Required Forms (Section F)

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

- Exhibit 1 Proposer’s Organization Questionnaire/Affidavit
- Exhibit 2 Prospective Contractor References
- Exhibit 3 Prospective Contractor List of Contractors
- Exhibit 4 Prospective Contractor List of Terminated Contracts
- Exhibit 5 Certification of No Conflict of Interest
- Exhibit 6 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 7 Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form
- Exhibit 8 Proposer’s EEO Certification
- Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 10 Contractor Employee Jury Service Program Certification Form and Application for Exception
- [Exhibits 11-12 Cost Forms included in the Cost Proposal]
- Exhibits 13-20 Intentionally Omitted
- Exhibit 21 Certification of Compliance with the County’s Default Property Tax Reduction Program
- Exhibit 22 Request for Disabled Veteran Business Enterprise Preference Program Consideration

7.8.13 Intentionally Omitted

7.9 Cost Proposal Format

7.9.1 The content and sequence of the **Cost Proposal** for the **Global Positioning System Monitoring Program and Juvenile Electronic Monitoring Program** must be as follows:

- 7.9.1.1 Cover Page identifying, at a minimum, the RFP and the Proposer’s name.
- 7.9.1.2 Exhibit 11 (Pricing Sheet)
- 7.9.1.3 Exhibit 12 (Certification of Independent Price Determination & Acknowledgement of RFP Restrictions)

7.10 Firm Offer/Withdrawal of Proposal

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

7.11 Proposal Submission

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

**BUSINESS PROPOSAL FOR COMPREHENSIVE ELECTRONIC
MONITORING SERVICES**

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

**COST PROPOSAL FOR COMPREHENSIVE ELECTRONIC
MONITORING SERVICES**

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

**County of Los Angeles Probation Department
9150 East Imperial Highway, Room D-29
Downey, CA 90242
Attention: Vanessa Paniagua, Contract Analyst
(562) 940-2857**

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

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

8.0 SELECTION PROCESS AND EVALUATION CRITERIA

8.1 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on **March 25, 2016**.

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

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

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

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

8.2 Adherence to Minimum Qualifications (Pass/Fail)

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

Failure of the Proposer to comply with the minimum 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 Disqualification Review

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

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

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

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

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

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

8.4 Business Proposal Evaluation and Criteria (80%)

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

8.4.1 Proposer's Qualifications (20%)

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

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

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

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

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

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

8.4.3 Quality Control Plan (20%)

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

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

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in Appendix C (Sample Contract) and the requirements of Appendix A (Statement of Work) as stated in Section E of the Business Proposal. The County may deduct rating points or disqualify the Business Proposal in its entirety if the exceptions are material enough to deem the Business Proposal non-responsive.

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

8.4.5 Intentionally Omitted

8.5 Cost Proposal Evaluation Criteria (20%)

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

However, should one or more of the Proposers request and be granted the Local SBE Preference or the Disabled Veteran Business Enterprise Preference the cost component points will be determined as follows:

Local SBE Preference: Eight percent (8%) of the lowest cost proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the Cost submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

Disabled Veteran Business Enterprise Preference: Eight percent (8%) of the lowest cost proposed will be calculated and that amount will be deducted from the Cost submitted by all Proposers who requested and were granted the Disabled Veteran Business Enterprise Preference up to the maximum of \$50,000.

In no case shall any Preference be combined to exceed eight percent (8%) in response to any County solicitation.

8.6 Intentionally Omitted

8.7 Department's Proposed Contractor Selection Review

8.7.1 Departmental Debriefing Process

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

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the

evaluation document. The requesting Proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

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

8.7.2 Proposed Contractor Selection Review

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

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

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

- iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
 - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by state or federal law; and
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

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

8.8 County Independent Review Process

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

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

1. The person or entity requesting a County Independent Review is a Proposer;

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

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

APPENDICES

- APPENDIX A: STATEMENT OF WORK**
- APPENDIX B: RFP TECHNICAL EXHIBITS**
- APPENDIX C: SAMPLE CONTRACT**
- APPENDIX D: REQUIRED FORMS**
- APPENDIX E: TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW**
- APPENDIX F: COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS**
- APPENDIX G: JURY SERVICE ORDINANCE**
- APPENDIX H: LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY**
- APPENDIX I: IRS NOTICE 1015**
- APPENDIX J: SAFELY SURRENDERED BABY LAW**
- APPENDIX K: INTENTIONALLY OMITTED**
- APPENDIX L: INTENTIONALLY OMITTED**
- APPENDIX M: INTENTIONALLY OMITTED**
- APPENDIX N: INTENTIONALLY OMITTED**
- APPENDIX O: DEFAULTED PROPERTY TAX REDUCTION PROGRAM**
- APPENDIX P: SEXUAL HARASSMENT POLICY**

APPENDIX A

RFP STATEMENT OF WORK

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1.0 SCOPE OF WORK

Contractor shall provide Comprehensive Electronic Monitoring Services (CEMS) on a twenty-four (24) hour continuous basis for the County of Los Angeles Probation Department's (County's) Global Positioning System Monitoring Program (GPSMP), Juvenile Electronic Monitoring Program (JEMP), and Adult Electronic Monitoring Program (Adult EMP). Contractor shall provide all technology, equipment, consumables, systems and related support services, cellular wireless services, accessories, tracking services, data storage, local law enforcement crime scene incident data collection and storage, crime scene correlation mapping analysis and reporting, point pattern analysis, monitoring center support services, training, user manuals, consultation, on-site assistance, and problem analysis not limited to additional support services. Contractor's administrative office, monitoring services and data center facilities shall be located within the United States.

Contractor shall provide to County information relating to research findings and new developments in the electronic monitoring industry. Contractor shall advise County of any and all innovations and new equipment in the electronic monitoring industry and provide the County with the latest technology. County shall be given the opportunity to incorporate improved electronic monitoring technologies as Contractor makes modifications and/or enhancements to its equipment and monitoring capabilities. Contractor shall notify the County Program Manager in writing at least thirty (30) days prior to any changes in operations, that include, but are not limited to, new equipment, upgrades to equipment, services, software, or any other changes that could affect the County's Comprehensive Electronic Monitoring Services. Unless expressly stated otherwise, all Comprehensive Electronic Monitoring Services shall be provided at no additional cost to County other than the per day, per activated device rate as set forth in the terms of this Contract.

1.1 MONITORING SERVICES

- 1.1.1 Contractor shall provide a staffed communication system utilizing a toll free telephone number, a toll free fax number, and email access that is available on a twenty-four (24) hour continuous basis for technical analysis and application assistance.
- 1.1.2 Contractor shall provide a toll free telephone number to participants to contact the monitoring center for the resolution of alert notifications.
- 1.1.3 Contractor shall provide the capability for every human voice call in and out of the system to be recorded with a transaction record that indicates the called number, calling number, length and the resolution of the call. This information shall be made available to the County Program Manager or designee at County's request.

- 1.1.4 Contractor shall maintain accurate and concise historical logs of all telephone calls, text message, and emails attempted and completed, including date, time, and the associated incident. Contractor shall make these logs available to County upon request. Documentation shall be made available as requested by County during the term of the Contract as set forth in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of the Contract.
- 1.1.5 Contractor shall provide responses to queries from County staff and authorized law enforcement agencies within two (2) minutes of request. Queries may include participant's location by date range and time range.
- 1.1.6 Contractor shall provide participant enrollments and scheduling via direct telephone request (password accessible).
- 1.1.7 Contractor shall remotely activate or deactivate Global Positioning System (GPS) tracking services for a participant within thirty (30) minutes after receipt of request by telephone or email notification from County.
- 1.1.8 Contractor shall have live staff available on a twenty-four (24) hour continuous basis to respond to designated alert notifications.
- 1.1.9 Contractor shall triage alerts, and attempt to clear and record all efforts to clear alerts according to County's established protocols.
- 1.1.10 Contractor shall provide initial notification via telephone, cellular telephone, text message, and email to designated County staff when an alert notification is generated.
- 1.1.11 Contractor shall provide the participant's name, type of violation, time of violation, and the time and location of the participant's last known location to the Deputy Probation Officer (DPO), in the event of an alert violation.
- 1.1.12 Contractor shall be able to receive confirmation via a telephone call, email or text message that alert notifications were received/acknowledged by County staff.
- 1.1.13 Contractor shall escalate an alert notification to the next County designated contact if the initial County contact does not acknowledge receipt of the alert notification within County specified time.

- 1.1.14 Contractor shall provide the level of alert notification based on protocols established by County. County reserves the right to change alert notification protocol.

1.2 MONITORING CENTER REQUIREMENTS

- 1.2.1 Contractor shall provide an in-house, secure, and confidential monitoring service center and help-desk facility with an uninterruptible power source, firewall protections, and a backup disaster recovery plan.
- 1.2.2 The monitoring center and help-desk facility shall be operated by Contractor within the United States and shall not be subcontracted.
- 1.2.3 The monitoring center shall maintain redundant inbound and outbound communication services, provided by distinct carriers and/or methods, such that the failure of the primary service or method shall not adversely affect the secondary (backup) service or method.
- 1.2.4 The monitoring center shall perform complete support of all interface hardware and software equipment (within the monitoring center) necessary to ensure provision of the service for the duration of the Contract.
- 1.2.5 The monitoring center shall provide County a contact number, accessible on a twenty-four (24) hour continuous basis. In the event any component of the monitoring service becomes inoperable, Contractor shall immediately notify the County Program Manager or designee by telephone no later than thirty (30) minutes after service failure.
- 1.2.6 Contractor shall have a secondary (backup) monitoring center that provides full operational functions in the event the primary monitoring center is disabled. The secondary monitoring center shall be located sufficiently distant from the primary center, such that it is unlikely to be adversely affected by a manmade or natural event or loss of electrical or communications services that could disable the primary monitoring center. In the event of primary monitoring center disruption, the secondary (backup) monitoring center must be activated and fully functional within sixty (60) minutes of initial system failure.
- 1.2.7 Contractor shall have documented policies and procedures for network security, application security, data transmission and data security, as well as monitoring center physical security. Contractor shall supply County with a copy of its network security policy and

procedures. Contractor shall abide by County's network security policy and procedures, Technical Exhibit 6 (Information Security and Privacy Requirements) of Appendix B (Statement of Work Technical Exhibits).

- 1.2.8 The monitoring center shall be equipped with automated fire detection and suppression equipment.

1.3 SYSTEM SOFTWARE REQUIREMENTS

- 1.3.1 Web-based software (software) shall be accessible at no cost to the County, including no licensing fee. The software shall support at least seventy-five (75) end users at any one point.
- 1.3.2 The software shall have the capability to adjust the frequency at which a GPS tracking device collects a data point and/or makes a cellular call, and transfer the GPS data to Contractor's database.
- 1.3.3 The software shall allow for unique alphanumeric identifiers designated by the County that shall be used for each participant within Contractor's web-based software. Once the identifier is entered in the appropriate field, only authorized staff shall have access to modify the identifier.
- 1.3.4 The software shall have the following minimum mandatory fields for initial participant enrollment: name; participant photo; unique alphanumeric identifiers; address; telephone number; offense information; date of enrollment; serial number of device; time zone.
- 1.3.5 The software shall be supported by a database that allows for multiple data fields that vary in length. The data fields shall be subject to final approval by County.
- 1.3.6 The software shall provide the capability for County to download data and reports from the database, through secured internet access.
- 1.3.7 The software shall have the capability to query the database for any/all electronically monitored participants based upon specified dates times and locations.
- 1.3.8 The software shall reflect both the alternative tracking points in the absence of GPS versus GPS tracking points and visually differentiate the location indicators on the map between the two.
- 1.3.9 The software shall provide the capability for the entry of narrative-style notes by County and/or Contractor's monitoring center staff.

- 1.3.10 The software shall display contact information of the assigned DPO.
- 1.3.11 The software shall allow participants to be classified by categories. Categories may be modified by County.
- 1.3.12 The system shall be able to import County provided geographic information system data.
- 1.3.13 The software shall be able to assign role-based security levels to users.
- 1.3.14 The system shall provide daily backup of data.
- 1.3.15 The software shall be able to display a report of a DPO's caseload on one screen and allow access to information on individual participants shown on the reports directly through a hyperlink or similar method.
- 1.3.16 County shall have access to a website tracking usage report for each user account to provide a time-stamped listing of date/duration/time of login, a chronological event listing of GPSMP participant profile and mapping information viewed, and a summary/detail report of total time spent in the software per login.
- 1.3.17 The system shall be able to export all electronic monitoring data in Microsoft Excel, Adobe PDF, and GIS file format, available on an as-needed basis upon County's request.
- 1.3.18 The software shall be able to access archived data.
- 1.3.19 The system must be capable of fully functioning with at least seventy-five (75) administrative users simultaneously during peak periods.
- 1.3.20 The software shall provide the ability for the DPO or law enforcement to instantly locate the participant's tracking device to receive the most recent, near real time, location.
- 1.3.21 The software shall be capable of quickly changing between information pages for different participants assigned to an individual DPO's caseload, or for supervisors and managers, for all participants on any DPO's caseload.
- 1.3.22 The software shall allow for markup data to be added, recorded and displayed for individual and groups of participants.

- 1.3.23 The software shall provide a hyperlink to the participant profile information, from any screen associated with the participant.
- 1.3.24 The software system shall provide for one hundred (100) percent redundancy to avoid excessive downtime due to hardware or software issues. In the event of application disruption, the software system must be fully functional within sixty (60) minutes of initial system failure. Contractor must notify County immediately in the event of application disruption.

1.4 MAPPING CAPABILITY

- 1.4.1 The software shall have the capability to view location information for individuals or groups of participants.
- 1.4.2 The software shall have the capability to quickly zoom in to street level including displaying places of interest frequented by participants.
- 1.4.3 The software shall be able to display participant location information in a sequenced event and/or at a specific date and time.
- 1.4.4 The software shall save/bookmark mapped locations that can be easily accessed by users.
- 1.4.5 The system shall provide exporting of data for video capture modes and/or map printing capability at a minimum resolution of 600 dpi.
- 1.4.6 Crime scene correlation mapping shall be provided on up to date high resolution maps with aerial photography capability. The software shall provide access to a public places of interest layer. These maps shall be available at a resolution that provides for easy visibility of streets, buildings, locations, and other points of interest as well as participant locations.
- 1.4.7 The software shall allow the user to define and display a variety of zone types including, but not limited to, inclusion, exclusion, each with date and time parameter capability. Maps shall also allow users to determine which geographical features or data layers are to be displayed on a particular map.
- 1.4.8 The software shall allow users to configure and display polygonal zones.
- 1.4.9 The software shall display and hide zones within specified areas of interest.

- 1.4.10 The software shall be capable of globally applying specified zones to multiple participants when initiated by County.
- 1.4.11 The software shall be capable of quickly loading twenty-four (24) hours of GPS points, subject to a specified date/time selection.
- 1.4.12 The software shall display a minimum of seven (7) days of GPS points on an individual participant at one time based on the time the information accessed.
- 1.4.13 When multiple days are loaded, the software shall distinguish between each calendar day (by color code or some other means) to identify patterns of travel and locations frequented.
- 1.4.14 The software shall quickly identify "locations visited" by the participant and identify travel patterns.
- 1.4.15 The software shall be able to "play back" a time visualization of GPS points.
- 1.4.16 The software shall allow for filtering of GPS points to display time of day, duration of stay, and speed of travel.
- 1.4.17 The software shall differentiate GPS points when a violation has occurred and shall define the violation.
- 1.4.18 The software shall display various map types that may be selected by the user, including, but not limited to, Satellite, Roads, Birds eye, Street, etc.
- 1.4.19 The software shall allow users to specify a geographical zone, and display only points in the define area only.

1.5 CRIME SCENE CORRELATION MAPPING ANALYSIS REQUIREMENTS

- 1.5.1 The software shall have a crime scene correlation mapping component that correlates crime and incident report data collected from local law enforcement agency stakeholders, and associates the crime and incident report data with the tracking data of participants.
- 1.5.2 Crime scene correlation mapping reports shall be generated on a daily basis with standard reports generated each in accordance with County specifications.

- 1.5.3 Crime scene correlation mapping shall also be available on a near "real time" basis immediately upon request and notification by the County.
- 1.5.4 Crime scene correlation mapping analysis shall identify when one or more participants on GPS tracking were in the vicinity of a crime. Mapping analysis shall also provide simultaneous locations for all participants assigned to GPS tracking in relation to the location, date and time of the crime and the speed and direction of the participant's travel.
- 1.5.5 Crime scene correlation maps shall be easy to navigate both forward and backwards in time for an accurate depiction of a participant's position relative to criminal activity. Mapping information shall include participant's time in each area speed and direction of travel, to allow for rapid investigative crime analysis.
- 1.5.6 All crime scene correlation services shall be provided at no additional cost to County, and approved law enforcement agencies other than the per-day, per activated device rate as set forth in the terms of this Contract.

1.6 POINT PATTERN ANALYSIS REQUIREMENTS

Contractor shall use Point Pattern Analysis (PPA) software as part of CEMS. County reserves the right to modify requirements provided herein as necessary. The specific capability and functional operation of PPA shall be approved by the County Program Manager:

- 1.6.1 The software shall analyze locations frequented by a participant to identify places previously visited as well as new locations.
- 1.6.2 The software shall filter data points previously visited by participants in order to display data points categorized as new locations.
- 1.6.3 The software shall identify locations visited by a participant that had previously been identified or labeled and list the data in report form.

1.7 REPORTING REQUIREMENTS

Contractor shall develop a database system within thirty (30) days from the execution of the Contract, or at the timeframe determined by the County Program Manager. County reserves the right to modify and format reporting requirements as necessary upon thirty (30) days' written notification to Contractor.

Contractor shall provide a database system that allows County to generate the following standardized, preconfigured reports directly from Contractor's database through the secure internet site. To ensure that reports are accurate and timely, the system's database shall be updated in real time to ensure all report data is current when viewed and/or downloaded by County personnel. All reports shall have the capability of being queried, sorted, or filtered by any field contained in the report or by data parameters as applicable and shall be readable on screen, printable and downloadable into Microsoft Excel format. Report formats shall be subject to final approval by the County Program Manager. Reports listed below shall be developed in conjunction with and approved by the County Program Manager prior to any equipment deployment/implementation. All requested reports, data, statistical data, and ad hoc reports, shall be provided at no additional cost to County.

- 1.7.1 Equipment Report - The system shall provide a real time report of all assigned active (in use) and inventoried equipment containing a serial number. This report shall include description/type of equipment, serial number, assigned participant, assigned DPO (if applicable), probation office identifier and totals.
- 1.7.2 Offender Alert Report - The system shall provide County the ability to generate an alert report, queried by individual assigned participant and date parameters that identifies the type of alert, time of alert, method of alert notification (email, telephone call, or text message) and recipient of alert notification.
- 1.7.3 Offender Report - The system shall provide County the ability to generate a summary report of all participants and/or assigned to a DPO that identifies participant name, probation number and address.
- 1.7.4 Data Fields/Entry Exceptions Report - The system shall provide County the ability to generate a report that identifies all data fields currently in use and identifying any incomplete or missing data entry.
- 1.7.5 Current Usage Report - The system shall provide County the ability to generate a current usage report indicating the actual number of daily service devices used to date (real time) for the monthly period. This report should be detailed to reflect participant name, probation number, service type (active) and number of days utilized to date.
- 1.7.6 Monthly Usage Report: The system shall provide County the ability to generate a total monthly usage summary report, downloadable on the 5th day of the month, indicating the actual

number of active GPS devices utilized during the previous months' time period. This report should be detailed to reflect participant name, probation number, type of service (active) and number of days utilized for the preceding monthly period and shall be subtotaled by Probation unit/DPO. Any additions or deletions to the monthly usage report after the 5th of the month shall be provided by written notice to the County Program Manager.

- 1.7.7 Unresolved Reports - Contractor shall provide County the ability to generate a daily report of all alerts that have not been resolved during a specific time period.
- 1.7.8 Events Reviewed - Contractor shall provide County the ability to generate a daily report that indicates that all events that have not been reviewed during a specific time period.
- 1.7.9 On Demand Report - Contractor shall provide County the ability to generate an on demand report that lists, times, dates, and participants viewed by any user.
- 1.7.10 Ad Hoc Reports - Contractor shall provide probation ad hoc reports from the system upon request of the County Program Manager.
- 1.7.11 Notification Report - The system shall provide County the ability to generate a report by date parameters, sorted by Probation unit/DPO, identifying the number and type of notifications during specified time parameters, such as 1) Monday-Friday, 8:00 am – 5:00 pm; after hours, weekends and 2) total number of alerts per Probation unit/DPO; percent of total Probation office alerts per type of alert; and method of alerts notification per month, per participant within the Probation unit.
- 1.7.12 Daily Alert Summary Report - Contractor shall submit a daily report between the hours of midnight and 6:00 a.m. to County that identifies each alert, type of alert, time and duration of alert, assigned DPO, assigned participant, and totals for the previous day. This report shall be sorted by Probation unit/DPO and shall be e-mailed to all designated DPO within each Probation office.
- 1.7.13 Crime Scene Correlation Mapping Report - Crime scene correlation mapping reports shall be generated regularly on a daily basis with standard reports generated each regular scheduled work day in accordance with County specifications. This requirement is held in abeyance until such time as the appropriate/necessary information technology infrastructure is in place. Until such automated interfaces are in place, Contractor

shall provide crime scene correlation mapping reports based upon the County identifying and supplying specific dates, times and locations.

- 1.7.14 Monthly System Performance Report - Contractor shall submit a monthly report for the preceding month, no later than the 10th day of the following month reporting performance of the system, including any system interruptions, to the County Program Manager or designee. The report shall include regular operational metrics such as timing of system updates, failed connections and any system unavailability.
- 1.7.15 Annual Summary Report - Contractor shall submit an Annual Summary report, on or before the anniversary date of the Contract reporting all issues identified and reported by County. Contractor shall include information on the following: new technology employed improvements to devices and/or service delivery, dates of training and/or on-site technical assistance and court appearances.
- 1.7.16 Customized Report - Contractor shall provide customized reports as requested by County, including, but not limited to, data downloads generated in Contractor's system such as mapping and location data.

1.8 DATA DOCUMENTATION REQUIREMENTS

Contractor shall deliver the data documentation as defined in this section within ninety (90) days from the execution of the Contract, or at the timeframe determined by the County Program Manager. County reserves the right to modify requirements as necessary upon thirty (30) days' written notification to Contractor. The system shall be developed in conjunction with and approved by the County Program Manager.

All Contractor documentation must be produced using software compatible with Microsoft Office Suite 2010 and produced in electronic and hardcopy formats.

Contractor must provide comprehensive functional and user documentation, including:

- 1.8.1 Comprehensive User Operating Instructions, customized to Probation's user environment;
- 1.8.2 System Screen Flow Diagrams;
- 1.8.3 Glossary of system terms & acronyms;

- 1.8.4 User documentation;
- 1.8.5 Available Reports and associated Report Descriptions; and
- 1.8.6 Documentation for each screen.

The documentation must be presented in the following format:

- 1.8.7 Five (5) complete hard copy sets with license to reproduce for County's exclusive usage; and
- 1.8.8 An electronic copy both in Adobe PDF format and in Microsoft format with license to revise and distribute for County's exclusive purpose.

1.9 DATA SUPPORT REQUIREMENTS

Contractor must provide ongoing technical support to County, for technical issues, system enhancements and upgrades.

- 1.9.1 Contractor shall ensure that solutions are customized to meet County's business and technical requirements.
- 1.9.2 Contractor shall fully test solutions to ensure that the design is functional, stable and free of defects.
- 1.9.3 Contractor shall fully test and integrate solutions with all required system.

1.10 DATA CENTER REQUIREMENTS

- 1.10.1 Contractor shall store participant location and alert information in a Data Center and redundant secure secondary Data Center at least two hundred (200) miles apart.
- 1.10.2 Data Centers shall have multiple physical security features.
- 1.10.3 Data Centers shall have ventilation and temperature control adequate to ensure proper functions of the hardware.
- 1.10.4 Data Centers shall have uninterruptible power supply.
- 1.10.5 The Data Center system shall provide for one hundred (100) percent redundancy to avoid excessive downtime due to hardware or software issues. In the event of data disruption, the secondary data center must be activated and fully functional within sixty (60) minutes of initial system failure.

1.11 DATA ACCESS/STORAGE REQUIREMENTS

- 1.11.1 Contractor shall maintain and make available to County unaltered recorded data of participant location information and violations, accessible in original form. Records shall be protected from unauthorized access and computerized records shall have appropriate safeguards.
- 1.11.2 Contractor shall provide affidavit and/or expert witness testimony for prosecution of violations based on CEMS data in court proceedings, violation hearings, or any other proceeding, as needed, at no additional cost to County. The affidavit and/or testimony shall address accuracy by a statement of certification of accuracy.
- 1.11.3 Contractor shall not release or reveal any data, program information, operation protocols, implementation plans, training material, reports, publications, updates, and/or statistical data to any entity without a legal subpoena or prior written approval from the County Program Manager.
- 1.11.4 All records (automated, electronic or hard copy files that contain any data or information pertaining to the County's GPS Program, including, but not limited to, participant information, system performance, complaints, invoices, technical advice and/or enhancements, system problems and any written documentation on performance or compliance issues and any meeting notes where County and Contractor met) remain the property of County and shall be returned within thirty (30) days in the event the Contract is terminated or expires at no additional cost to County.
- 1.11.5 Data shall be recorded with a historical transaction record and stored/archived for retrieval/backup in a database when requested by County.
- 1.11.6 Contractor shall submit written policies and procedures for removal, storage, and destruction of all documents and data files, prior to the removal, storage or destruction of said documents for County's review and approval. A list of all documents being considered for removal or destruction shall be submitted to County for approval prior to removal or destruction.
- 1.11.7 The storage of any documentation evidencing criminal activity shall be maintained in accordance with all applicable federal and state laws, in a manner and for the duration mutually agreed upon by Contractor and County. Contractor shall be responsible for

providing a policy for approval by County within fourteen (14) days after the execution of this Contract.

1.12 LOCAL LAW ENFORCEMENT CRIME SCENE INCIDENT DATA COLLECTION REQUIREMENTS

- 1.12.1 The software shall have the capability to query participant locations based on date, time and proximity to crime scene locations.
- 1.12.2 Contractor shall assist in establishing local law enforcement stakeholders for the purpose of attaining crime and incident report data for GPS crime scene correlation purposes.
- 1.12.3 Contractor shall provide and maintain interface capabilities with local law enforcement agency data systems, including, but not limited to, dispatch systems and record management systems, to collect and download crime and incident report data on a daily basis.
- 1.12.4 Contractor shall provide all software and hardware system requirements necessary for the complete operation of GPS tracking of participants, the collection of crime and incident data, and the crime scene correlation component.
- 1.12.5 Contractor shall ensure that all modalities of information transferred between local law enforcement stakeholders and Contractor contain and adhere to the highest degree of industry standards for security and confidentiality.
- 1.12.6 Contractor shall provide all required access to its secure Central Information System to authorized County staff, DPOs, and local law enforcement agency stakeholders authorized to participate in the GPS Program. System access shall only be provided to those persons who have written authorization from the County Program Manager.
- 1.12.7 Contractor shall ensure that no probation data can be accessed by any other agency when it is viewing any data or crime scene correlation without authorized consent of the County Program Manager.

1.13 CRIME SCENE CORRELATION MAPPING ANALYSIS REQUIREMENTS

- 1.13.1 All crime scene correlation services shall be provided at no additional cost to County and approved law enforcement other

than the per day, per activated device rate as set forth in the terms of this Contract.

- 1.13.2 The software shall have a crime scene correlation mapping component that correlates crime and incident report data collected from local law enforcement agency stakeholders and associates the crime data with the tracking data of participants.
- 1.13.3 Crime scene correlation mapping reports shall be generated on a daily basis with standard reports generated each scheduled work day in accordance with County specifications. This requirement is held in abeyance until such time as the appropriate/necessary information technology infrastructure is in place. Until such time automated interfaces are in place. Contractor shall provide crime scene correlation mapping reports based upon the County identifying and supplying specific dates, times, and location.
- 1.13.4 Crime scene correlation mapping shall be available on a near "real time" basis immediately upon request and notification by the County.
- 1.13.5 Crime scene correlation mapping analysis shall identify when participants on GPS tracking were in the vicinity of a crime. Mapping analysis shall also provide simultaneous locations for all participants assigned to GPS tracking in relation to the location, date and time of the crime and the speed and direction of the participant's travel.
- 1.13.6 Crime scene correlation maps shall be easy to navigate both forward and backwards in time for an accurate depiction of a participant's position relative to criminal activity. Mapping information shall include participant's time in each area, speed, and direction of travel to allow for rapid investigative crime analysis.
- 1.13.7 All crime scene correlation mapping services shall be provided at no additional cost to County and approved law enforcement agencies other than the per-day, per activated device rate as set forth in the terms of this CONTRACT.

1.14 TRAINING AND CONSULTATION REQUIREMENTS

- 1.14.1 Contractor shall provide comprehensive initial orientation training. Contractor shall develop and provide on-site ongoing training for County staff on the operational use of the system and the use of all associated equipment and services. Any request for initial orientation or subsequent training of County staff shall occur within forty-eight (48) hours of a request, as specified by County. All

training curriculum must be approved by the County Program Manager and becomes the property of the County upon approval. County reserves the right to develop, change, add, modify, or eliminate components of the training curriculum as deemed necessary.

- 1.14.2 Contractor shall provide all materials and equipment necessary to perform training sessions. All training manuals must be hard copies, color print, user friendly, and kept up to date with the most current protocols. Training manuals shall be provided to each staff during training and also upon the request of the County Program Manager or designee. All training manuals and all associated training materials shall be provided at no cost to County or law enforcement agencies approved by the County Program Manager.
- 1.14.3 Contractor shall provide additional web-based seminar or similar web-based online training as specified by County. This training shall cover system, software and hardware updates after initial orientation. Online references or prerecorded training videos or the like shall not constitute webinar or similar web-based online training under this section unless authorized in writing by the County Program Manager. All online training curriculums shall be approved by the County Program Manager.
- 1.14.4 Contractor shall provide crime scene correlation mapping analysis trainings on an ongoing basis, as needed and as specified by County. This training shall be performed at designated locations with approval by the County Program Manager, or designee.

2.0 SPECIFIC TASKS

2.1 GLOBAL POSITIONING SYSTEM MONITORING PROGRAM

Contractor shall provide services necessary to operate a Global Positioning System Monitoring Program (GPSMP) for participants including, but not limited to, sex offenders; domestic violence/stalking offenders, identified and validated gang members and associates; violent offenders; offenders involved in major crimes as identified by local law enforcement; public interest/high notoriety cases; and any court ordered cases (GPSMP participant or participant).

Contractor shall provide a one-piece electronic monitoring device with Global Positioning System (GPS), Cellular Radio Frequency (CRF) and land line Radio Frequency (RF) capabilities as specified in Technical Exhibit 4 (Equipment Requirements) of Appendix B (Statement of Work Technical Exhibits). Contractor shall provide the central computer hardware and software necessary for the operation and continuous

monitoring of the GPS tracking and data storage. County currently has approximately three hundred (300) participants in GPSMP.

2.1.1 Contractor shall supply one-piece GPS tracking devices and will be responsible for providing, at a minimum, the following services:

2.1.1.1 Monitor, track, collect and record, in a central information software system, all movement and location data of GPSMP participants assigned to GPS tracking on a twenty-four (24) hour continuous basis.

2.1.1.2 Provide daily reports of each GPSMP participant's GPS tracking activities, including technical violations, to the GPSMP participant's DPO and unit supervisors (via telephone call, text message, and/or email as specified by the County) for all GPSMP participants assigned to GPS monitoring.

2.1.1.3 Provide immediate alert notification to the GPSMP participant's DPO and to the GPSMP participant (via telephone call, text message, and/or email as specified by the County) from Contractor's monitoring service center personnel twenty-four (24) hours per day, including, but not limited to, inclusion zone violations, tamper violations, no GPS notifications, lost cellular communication, and low/critical or shutdown battery notifications.

2.1.1.4 Provide unlimited access to the most up-to-date maps available with most current graphics, aerial photography capabilities, and the flexibility to update maps with public places of interest icon references, including, but not limited to, schools, day-care centers, parks, or other areas of interest specific to each geographical area.

2.1.1.5 Provide County and County-approved local law enforcement agencies unlimited use of the system software and database for instant access to the most recent near real-time location of the GPSMP Participant.

2.1.1.6 Provide near real-time, user-friendly unlimited access to the data, allowing County staff and local law enforcement agencies, as approved by County, to access and view up to the minute data for investigative, compliance, and criminal behavior analysis of GPSMP participants assigned to GPS tracking

2.1.1.7 County shall have the ability to query, through a secured web-based software system, Contractor software and all

devices assigned to the County. At a minimum the information should include the device number, status of device (operational or inactive) assigned location, GPSMP participant's name.

2.1.2 GPS services shall be fully supported by monitoring services on a continuous basis and Contractor shall provide all systems and equipment required for the service delivery including, but not limited to, the following:

2.1.2.1 A software system with a secure database to monitor GPSMP participant activity;

2.1.2.2 All monitoring devices to communicate location data to Contractor's central information software system; and

2.1.2.3 All labor, materials, equipment, accessories and consumables necessary to perform GPS tracking on a continuous basis.

2.1.3 PROBATION INVENTORY REQUIREMENTS

2.1.3.1 County shall determine the number of tracking devices, consumables, and installation equipment that shall be kept in inventory at each County office.

2.1.3.2 Contractor shall continually provide and maintain a backup/replacement inventory equal to or exceeding 25 percent of the actual number of GPS devices in use in each County office for the preceding month.

2.1.3.3 In the event of any monitoring device failure, County shall replace the equipment from the backup/replacement inventory maintained at the assigned County office.

2.1.3.4 All devices in transit and/or pending delivery are not considered a part of County inventory. There shall be no limit on the number of GPS devices kept in County inventory, and all GPS devices in County possession shall be fully operable at all times while in inventory.

2.1.3.5 County shall not pay Contractor an inventory fee, storage fee, installation equipment fee or any other fee related to inventory devices and equipment. County shall only be obligated to pay the per day, per activated device rate.

2.1.4 ONGOING DEMONSTRATION/TESTING OF EQUIPMENT REQUIREMENT

Contractor shall provide County unlimited use of two (2) fully operational devices for demonstration and/or test purposes. These devices shall not be part of the backup/replacement inventory, shall not count toward the per-day, per activated device rate, and shall be provided at no additional cost. The devices may be demonstrated/tested at the discretion of the County Program Manager. At the end of Contract, the two (2) devices shall be returned to Contractor.

2.1.4.1 Contractor shall not release or reveal any GPS data, program information, operation protocols, implementation plans, training material, report(s), publication(s), updates, and/or statistical data to any entity, without a legal subpoena or prior written approval from County Program Manager.

2.1.4.2 All records (automated, electronic or hard copy files) remain the property of County and shall be returned within thirty (30) days in the event the Contract is terminated or expired.

2.1.4.3 Data shall be recorded with a historical transaction record and centrally stored/archived for retrieval/backup in a database, and made available when requested by County.

2.1.4.4 Contractor shall submit written policies and procedures for removal, storage, and destruction of documents or data files that contain any data or information pertaining to the County's GPS Program including, but not limited to, participant information, system performance, complaints, invoices, technical advice and/or enhancements, system problems and any written documentation on performance or compliance issues and any meeting notes where County and Contractor met prior to the removal, storage or destruction of said documents for County's review and approval. A list of all documents being considered for removal or destruction shall be submitted to County for approval prior to removal or destruction.

2.1.4.5 The storage of any documentation evidencing criminal activity shall be maintained in accordance with all applicable Federal and State laws, in a manner and for the duration mutually agreed upon by Contractor and

County. Contractor shall be responsible for providing a policy for approval by County within fourteen (14) days after the execution of this Contract. Contractor shall abide by County's network security policy and procedures, Technical Exhibit 5 (Information Security and Privacy Requirements) of Appendix B (Statement of Work Technical Exhibits).

2.1.4.6 Provide appropriate staff to be available, at no cost to the County, to testify regarding a GPSMP participant, if required in any judicial proceeding.

2.2 JUVENILE ELECTRONIC MONITORING PROGRAM

Contractor shall provide services necessary to operate a Juvenile Electronic Monitoring Program (JEMP) for specified participants housed at the County Probation Juvenile Halls.

Contractor shall provide a one-piece electronic monitoring device with Global Positioning System (GPS), Cellular Radio Frequency (CRF) and land line Radio Frequency (RF) capabilities as specified in Technical Exhibit 4 (Equipment Requirements) of Appendix B (Statement of Work Technical Exhibits). Contractor shall provide the central computer hardware and software necessary for the operation and continuous monitoring of the GPS tracking and data storage. County currently has approximately five hundred (500) participants in JEMP.

Devices for JEMP participants shall be installed at the homes of JEMP participants and at the following Probation locations:

**Barry J. Nidorf Juvenile Hall
16350 Filbert Street
Sylmar, CA 91342**

**Los Padrinos Juvenile Hall
7285 Quill Drive
Downey, CA 90010**

**Central Juvenile Hall
1605 Eastlake Avenue
Los Angeles, CA 90033**

2.2.1 INSTALLATION

2.2.1.1 Contractor shall provide installation and removal services from 8:00 a.m. through 8:00 p.m., Monday through Friday. In addition, Contractor shall provide extended hours for installation and removal services on Saturdays and Sundays at Los Padrinos Juvenile Hall between 8:00 a.m.

and 5:00 p.m. Installation shall occur within twenty-four (24) hours of notification by the County.

2.2.1.2 Installation by Contractor shall consist of strapping the device to the JEMP participant's ankle. Subcontracting will be considered and/or allowed for this requirement of the service only.

2.2.1.3 For JEMP CRF switchable devices, Contractor shall submit a proposal for the additional costs associated with providing installation and removal services where the device shall be installed within twenty-four (24) hours of notification, by the Contractor at the locations specified.

2.2.1.4 Providing repair and/or replacement of equipment within twenty-four (24) hours of discovery or notification of a malfunction.

2.2.1.5 The installation of the JEMP devices may be subcontracted. Contractor shall ensure that all applicable conditions of employment are in place including, but not limited to, background clearance for all Subcontractors.

2.2.2 Contractor shall supply one-piece GPS tracking devices and will be responsible for providing, at a minimum, the following services:

2.2.2.1 Monitor, track, collect and record, in a software system, all movement and location data of JEMP participants assigned to GPS tracking, on a twenty-four (24) hour continuous basis.

2.2.2.2 Provide daily reports of each JEMP participant's GPS and CRF tracking activities, including technical violations, to the JEMP participant's DPO and unit supervisors (via telephone call, text message, and/or e-mail as specified by County) for all JEMP participants assigned to GPS and CRF monitoring.

2.2.2.3 Provide immediate alert notification to the JEMP participant's DPO and to the JEMP participant (via telephone, call text message, and/or e-mail as specified by County) from Contractor's monitoring service center personnel twenty-four (24) hours per day, including, but not limited to, inclusion zone violations, tamper violations, no GPS notifications, lost cellular communication, and low/critical or shutdown battery notifications.

- 2.2.2.4 Provide unlimited access to the most up-to-date maps available with most current graphics, aerial photography capabilities, and the flexibility to update maps with public places of interest icon references, including, but not limited to, schools, day-care centers, parks, or other areas of interest specific to each geographical area.
 - 2.2.2.5 Provide County and County-approved local law enforcement agencies unlimited use of the software and database for instant access to the most recent near real-time location of the JEMP participants.
 - 2.2.2.6 Provide near real-time, user-friendly unlimited access to the data, allowing County staff and local law enforcement agencies, as approved by County, to access and view up to the minute data for investigative, compliance, and criminal behavior analysis of JEMP participants assigned to GPS tracking.
 - 2.2.2.7 Provide the central computer hardware and software necessary for the operation of twenty-four (24) hours per day of continuous monitoring of the GPS tracking and data storage, including HMU (Home Monitoring Unit) data related to home detention.
 - 2.2.2.8 County shall have the ability to query, through a secured web-based system, Contractor software and all devices assigned to the County. At a minimum the information should include the device number, status of device (operational or inactive) assigned location, and JEMP participant's name.
- 2.2.3 GPS services shall be fully supported by monitoring services on a continuous basis and Contractor shall provide all systems and equipment required for the service delivery including, but not limited to the following:
- 2.2.3.1 A system with a secure database to monitor JEMP participant activity.
 - 2.2.3.2 All monitoring devices to communicate location data to Contractor's central information software system.
 - 2.2.3.3 All labor, materials, equipment, accessories and consumables necessary to perform GPS tracking on a continuous basis.

2.2.3.4 Providing appropriate staff to be available, at no cost to the County, to testify regarding a JEMP participant, if required in any judicial proceeding.

2.3 ADULT ELECTRONIC MONITORING PROGRAM

The Contractor shall compensate County a non-refundable fee per assessment as listed in Appendix A, Sample Contract, Subparagraph 5.2, Adult Electronic Monitoring Program Contract Payments. The County reserves the right to review and adjust the fee amount on an annual basis.

Contractor shall provide services to operate an Adult Electronic Monitoring Program (Adult EMP) to assist in the supervision and tracking of participants that may be placed in Adult EMP including breath and alcohol testing, civil contempt or family law referrals, Los Angeles County Sheriff's Department (LASD) referrals, court ordered misdemeanor or felony pre-conviction, and court ordered misdemeanor or felony post-conviction (Adult EMP participants). The services shall include orientation, enrollment, installation consultation and support services for program participants.

This program is part of an alternative to custody to either alleviate bed space in county jail or as support to the courts in criminal or civil matters. All participants shall be supervised by Contractor.

Contractor shall provide a one-piece electronic monitoring device with Global Positioning System (GPS), Cellular Radio Frequency (CRF) and land line Radio Frequency (RF) capabilities as specified in Technical Exhibit 4 (Equipment Requirements) of Appendix B (Statement of Work Technical Exhibits). County currently has approximately three hundred (300) participants in Adult EMP.

2.3.1 Contractor shall provide installation and removal of all electronic monitoring equipment within established time frames as specified by County.

2.3.2 Contractor shall monitor and document the activities of the Adult EMP participants on a continuous basis to determine if they are in compliance with all conditions of the sentencing court and/or Adult EMP requirements.

2.3.3 Contractor shall notify County and appropriate authorities through standardized reports of an Adult EMP participant's compliance to these requirements within established time frames, as described throughout this section.

2.3.4 Contractor shall maintain complete and accurate records relating to Adult EMP participants' compliance to orders of

the court and Adult EMP requirements, as well as issuance, replacement and maintenance of equipment.

- 2.3.5 Contractor shall maintain complete and accurate financial records relating to Contractor's Adult EMP operational income and expenses and Adult EMP participants' financial assessments and payment information.
- 2.3.6 Contractor shall provide a sufficient number of branch offices located in various geographic locations within the County of Los Angeles. Due to the geographic size of the County, Contractor shall provide a minimum of four (4) branch offices, with at least one (1) located in the North, South, East and West region of the County, respectively. All such offices must be located at least two hundred fifty (250) yards from any residential area, park, school, or other area or structure where children are reasonably likely to congregate. County may agree to a lower number of offices based on their geographical location and Contractor's overall demonstrated ability to provide the required services from the proposed locations.
- 2.3.7 County reserves the right to review and approve all publications and advertisements regarding Contractor's Adult EMP prior to release in accordance with Section 8.37 (Publicity) of the Contract.
- 2.3.8 Contractor shall comply with the guidelines and standards of the County's EMP Operational Procedures Manual (Manual), Technical Exhibit 7 of Appendix B (Statement of Work Technical Exhibits). The Manual may be updated based on County needs.
- 2.3.9 Contractor shall provide a sliding fee scale for GPS, CRF and RF with a quantifiable methodology for determining the participant daily fees based on the participant's ability to pay. The sliding fee scale must include provisions for providing service to indigent offenders.
- 2.3.10 Contractor shall provide a calculation of the daily fee amount to be paid by a participant for each of the income levels listed below. Contractor shall calculate the daily fee based on 0, 2, and 4 dependents, and a sentence of one hundred eighty (180) days on the program.
 - 2.3.10.1 A participant who has an income of \$8.00 per hour
 - 2.3.10.2 A participant who has a gross income of \$30,000 per year

- 2.3.10.3 A participant who earns in excess of \$50,000 per year
- 2.3.11 Contractor shall calculate the daily fee based on one dependent, and a sentence of one hundred eighty (180) days on the program for a participant who receives CalWorks benefits in the amount of \$525.00 a month.
- 2.3.12 In addition to the daily monitoring fee, the Contractor may only attempt to recover the following administrative fees from program participants:
- 2.3.12.1 An enrollment fee of fifty-seven dollars (\$57.00);
- 2.3.12.2 A change of address fee of thirty dollars (\$30.00);
- 2.3.12.3 A minimum fee for twenty (20) days based on participant's ability to pay after fee assessment process if less than twenty (20) days of electronic monitoring is ordered;
- 2.3.12.4 An equipment repair or replacement fee for damaged or lost equipment caused by program participants. Participants shall not be charged more than the actual repair or replacement cost as determined by invoice or manufacturer's price list furnished to the County by the Contractor; and
- 2.3.12.5 A residential based breath alcohol testing device fee of three dollars (\$3.00) per day if ordered in conjunction with electronic monitoring; six dollars (\$6.00) per day if only breath alcohol testing is ordered. An additional daily cell fee of one dollar (\$1.00) for a cellular unit.
- 2.3.13 Referral and Assessment Process
- 2.3.13.1 Participants are identified for Adult EMP by Probation, LASD, or the Courts. Identified participants may be handicapped, have medical restrictions, and/or caretakers of others.
- 2.3.13.2 Probation's Pretrial Services Division (PPSD) conducts a suitability assessment of identified participants prior to enrollment in Adult EMP. Each suitability assessment will consist of an interview; address verification; criminal record analysis, and completion of a validated risk assessment. PPSD will notify the Court, LASD and Contractor of the suitability assessment findings.

- 2.3.13.3 Each assessment will result in a classification finding of suitable, unsuitable or ineligible. A suitable assessment is defined as a participant who receives a low, medium or high risk score, and meets the program's eligibility requirements.
- 2.3.13.4 An unsuitable assessment is defined as an individual whose risk score indicates a history of violence, threat to public safety or other unfavorable factors and whose risk score exceeds the established high risk threshold. An ineligible assessment is defined as an individual who is disqualified from Adult EMP for not meeting the minimum eligibility requirements.
- 2.3.14 Contractor shall provide Adult EMP participants with written program rules, regulations, participant complaint procedures, fee adjustment procedures, and equipment instructions at the time of enrollment.
- 2.3.15 Contractor shall obtain Adult EMP participant's written consent to participate in the program and to comply with the rules and regulations of the program at the time of enrollment.
- 2.3.16 Contractor shall complete financial assessment forms during Adult EMP orientation to determine participant's ability to pay the daily program fee utilizing a sliding fee scale and providing the participant with written procedures for fee reduction requests. Contractor shall not deny participation to any person based on inability to pay the daily program fee.
- 2.3.17 Contractor shall obtain participant's signature on a fee contract form once a payment contract has been determined.
- 2.3.18 Contractor may terminate Adult EMP participant as outlined in the Manual, if an Adult EMP participant willfully fails to pay program fees after signing a fee Contract and has not requested a fee reduction evaluation.
- 2.3.19 Contractor shall establish and maintain Adult EMP participant's case files in compliance with the Manual. All case files shall remain under the jurisdiction of Probation.
- 2.3.20 Contractor shall assign and install active monitoring equipment, utilizing a random contact back-up system, to all Adult EMP participants within established time frames.

- 2.3.21 Contractor's case manager shall meet in person with participants that have been assessed by Probation as specified in the Manual.
- 2.3.22 Contractor shall monitor Adult EMP participant's adherence to Adult EMP rules and regulations and report compliance to County and appropriate authorities as described in the Manual.
- 2.3.23 Contractor shall track and report Adult EMP participant's adherence to orders of the court or program guidelines.
- 2.3.24 Contractor shall provide statistical data as described in the Manual.
- 2.3.25 Contractor shall repair and/or replace equipment within twenty-four (24) hours of discovery of a malfunction. Approved procedures must be followed to monitor Adult EMP participant during period of time equipment is not functioning properly.
- 2.3.26 Contractor shall provide an immediate, documented telephone call to participant in response to tamper alerts. After the initial telephone call, Contractor shall place telephone calls to the participant every two (2) hours until tamper alert is reset or transmitter replaced. Replacement, if necessary, must occur within twenty-four (24) hours of initial tamper alert. Equipment replacements, repairs, resets, and telephone calls must be documented.
- 2.3.27 Contractor shall verify all departures to and from the participant's place of confinement.
- 2.3.28 Contractor shall notify the County and designated authorities of the probable violation of Adult EMP conditions within the time limits established by the County.
- 2.3.29 Contractor's Adult EMP equipment and services shall include the following:
 - 2.3.29.1 All monitoring activity from Adult EMP equipment at participant's residence shall be reported to Contractor's monitoring center through a toll free telephone line.
 - 2.3.29.2 Monitoring software must be password protected.
 - 2.3.29.3 Monitoring software must have flexible curfew scheduling capability.

- 2.3.29.4 Monitoring software must provide for twenty-four (24) hour pager alert for branch managers.
- 2.3.29.5 Monitoring software must provide expansion capability and internet access.
- 2.3.29.6 Monitoring software must provide custom event printouts.
- 2.3.29.7 Monitoring software must be set to perform an automatic monitor check-in with the field-monitoring device a maximum of every four (4) hours. If check-in is not received within five (5) hours, a documented monitoring response is required by Contractor.
- 2.3.30 Contractor shall develop written policy and procedures that specify the methods used for the receiving, safeguarding, disbursing, and recording of funds. Contractor's accounting procedures must minimize loss, mismanagement, and theft and must provide documentation sufficient for County to conduct a forensic audit of the program.
- 2.3.31 Contractor shall maintain complete and accurate records regarding:
 - 2.3.31.1 Contractor program expense and income information
 - 2.3.31.2 Participant orientation, enrollment and financial assessment and payment information
 - 2.3.31.3 Participant's compliance
 - 2.3.31.4 Staff training
 - 2.3.31.5 Assignment, installation, replacement, and removal of participant's electronic monitoring equipment
- 2.3.32 Contractor shall provide a computerized electronic monitoring equipment inventory and maintenance service for each piece of equipment used within this program, including all repairs and/or replaced equipment.
- 2.3.33 Contractor shall provide access, at any time, for County to inspect records, offices or facilities being maintained in conjunction with this program.

- 2.3.34 Contractor shall provide other services found to be necessary relating to the operation of an Adult EMP, including but not limited to, random contact monitoring equipment and approved breath alcohol testing devices, either separately, or in conjunction with electronic monitoring.
- 2.3.35 Contractor shall establish procedures to document the receipt and resolution of participant's disputes. Any disputes not resolved through this process within ten (10) business days of the receipt of the dispute by Contractor will be referred to the County for mediation.
- 2.3.36 Contractor shall investigate and respond to County in writing within five (5) business days from receipt of complaint by County. The response shall include a statement of the facts, whether the allegation is true or false, corrective action taken or planned, if applicable, and controls to prevent reoccurrence of the problem.
- 2.3.37 Contractor shall be available for County on-site inspections and audits to review and monitor all program components, including, but not limited to, participant case files, monitoring records, and other records to ensure Contractor compliance to Contract provisions.
- 2.3.38 Contractor shall provide appropriate staff to be available, at no cost to the County, to testify regarding an Adult EMP participant if required in any judicial proceeding.

2.4 IMPLEMENTATION SERVICES

Contractor shall provide a description of the methodology, including all applicable tasks and deliverables, for implementing the Comprehensive Electronic Monitoring Services (CEMS), including monitoring center and monitoring services implementation, which shall meet all of the requirements set forth in Technical Exhibit 6 (CEMS Implementation Requirements) to Appendix B (Statement of Work Technical Exhibits) of the RFP. Among others such CEMS implementation tasks and deliverables shall, to the extent applicable, address CEMS center set up, data conversion and migration, CEMS software and interfaces (if any), implementation of CEMS system acceptance testing and transition into operational CEMS environment.

Contractor shall correct any and all deficiencies in the CEMS implementation services before County's acceptance and approval of such services and payment by County to Contractor for any services under the resultant Contract.

3.0 QUALITY CONTROL PLAN

Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met. The plan shall be submitted as part of the proposal. Prior to the Contract, an updated copy must be provided to the County Program Manager within two (2) weeks of the Contract start date and as changes occur. The original plan and any future amendments are subject to County review and approval and shall include, but are not limited to, the following:

- 3.1 An inspection system covering all the services listed on Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits). It must specify the activities to be inspected on a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by County during the term of the Contract as set forth in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of the Contract.
- 3.4 The methods for ensuring uninterrupted service to County in the event of a strike of County's or Contractor's employees or any other unusual occurrence (i.e., power loss or natural disaster) which would result in Contractor being unable to perform the contracted work.
- 3.5 The methods for assuring that confidentiality of adult and juvenile records, and other protected information are maintained while in the care of Contractor's employees.
- 3.6 The methods for maintaining security of records and the methods for preventing the loss or destruction of data.

4.0 QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur

consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

County will evaluate Contractor's performance under this Contract using the quality assurance procedures specified in Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits) or other such procedures as may be necessary to ascertain Contractor's compliance with this Contract.

4.1 Performance Evaluation Meetings

County's Program Manager may meet weekly with Contractor's Project Director during the first three (3) months of the Contract if 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 County.

4.3 County shall have the right to remove any Contractor personnel performing services under this Contract who is unsatisfactory in the opinion of County's Program Manager. Contractor personnel will be removed and replaced by Contractor within twenty-four (24) hours when requested to do so by County's Contract Manager.

4.4 Contract Discrepancy Report

Verbal notification of a Contract discrepancy shall be made to Contractor's Project Director whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by County and Contractor.

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 this document, Contractor is required to respond in writing to County's Program Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor shall submit a plan for correction of all deficiencies identified in the Contract Discrepancy Report to County's Program Manager within ten (10) business days of receipt of the Contract Discrepancy Report.

5.0 DEFINITIONS

- 5.1 Business Day - Monday through Friday, 8:00 a.m. to 5:00 p.m., PT, not including any County holidays.
- 5.2 Contract Discrepancy Report (CDR) - A report prepared by County's Quality Assurance Evaluator to inform Contractor of faulty service. The CDR requires a response from Contractor explaining the problem and outlining the remedial action being taken to resolve the problem within ten (10) business days after receipt of the CDR.
- 5.3 Contract Start Date - The date Contractor begins work in accordance with the terms of the Contract.
- 5.4 Contractor's Project Director - Person designated by Contractor to administer the Contract operations after the Contract award.
- 5.5 County's Contract Manager - Person designated by County with authority for County on contractual or administrative matters relating to this Contract.
- 5.6 County's Contract Monitor - Person designated by County to monitor the Contract and provide reports to County's Contract Manager and County's Program Manager.
- 5.7 County's Program Manager - Person designated by County to manage the daily 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 deficiencies in performance.
- 5.9 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the Contract which will be evaluated by County to ensure contract performance standards are met by Contractor as referred to in Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits).
- 5.10 Records - Personal and social history, including criminal information of adult/juvenile 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 the County of Los Angeles Probation Department.
- 5.11 Quality Control Plan - All necessary measures taken by Contractor to assure that the quality of service will meet the Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in Technical

Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits).

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

County will administer the Contract according to Paragraph 6.0 (Administration of Contract - County) of the Contract. Specific duties will include:

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

CONTRACTOR

6.2 Contractor's Project Director

- 6.2.1 Contractor shall provide its own full time officer or employee as Contractor's Project Director and identify that person in the proposal. The Contractor's Project Director or an approved alternate shall be assigned locally and available for telephone contact 24 hours a day, Monday through Sunday, including all County holidays. The Contractor's Project Director shall provide overall management and coordination of the Contract services on Contractor's behalf, and shall act as the central point of contact with County.
- 6.2.2 When Contract work is being performed at times other than described above or when the Contractor's Project Director cannot be present, and with prior approval of the County's Program Manager, an equally responsible individual shall be designated to act for Contractor's Project Director.
- 6.2.3 The Contractor's Project Director shall have a minimum of three (3) years of experience within the last five (5) years in the management and operation of electronic monitoring services or similar scope and is a current employee of the agency.

- 6.2.4 The Contractor's Project Director/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. The Contractor's Project Director/alternate shall be able to effectively communicate in English, both orally and in writing.
- 6.2.5 The Contractor's Project Director shall be available between 8:00 a.m. to 5:00 p.m., PT, Monday through Friday excluding County holidays, to meet with County personnel designated by County to discuss problem areas.
- 6.2.6 County shall have the right of review and approval of the Contractor's Project Director. County shall have the right of removal of the Contractor's Project Director and any replacement recommended by Contractor.

6.3 Contractor Personnel

- 6.3.1 Contractor shall be responsible for providing competent staff to fulfill the Contract. County shall have the right to review and approve potential staff prior to their performing services under this Contract.
- 6.3.2 Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed an acknowledgment form regarding confidentiality that meets the standards of the County of Los Angeles Probation Department for County employees having access to confidential Criminal Offender Record Information (CORI) **Contractor shall retain the original CORI form and forward a copy to the County's Program Manager within five (5) business days of start of employment.** The CORI form is provided at Technical Exhibit 3 (Confidentiality CORI Information) of Appendix B (Statement of Work Technical Exhibits).
- 6.3.3 All personnel must be able to read, write, spell, speak, and understand English.
- 6.3.4 County reserves the right to preclude Contractor staff from performing services under this Contract. Contractor shall be responsible for immediately removing and replacing any employee from work on this Contract within twenty-four (24) hours after it is requested to do so by County's Program Manager.
- 6.3.5 County reserves the right to have County's Program Manager or a designated alternate, interview any or all prospective employees of Contractor.
- 6.3.6 Contractor shall be required to conduct a background check of their employees as set forth in Paragraph 7.4 (Background and Security Investigations) of the Contract.

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

6.3.8 CONTRACTOR STAFFING LEVEL REQUIREMENTS AND QUALIFICATIONS

6.3.8.1 Contractor shall provide training annually, for all Contractor staff working in the monitoring center to ensure that they have sufficient knowledge regarding the system to allow them to effectively respond to questions and to fully utilize the system and equipment. Contractor shall provide at least forty (40) hours of training before authorized to provide services. Additionally, Contractor shall liaison with, and shall maintain a good working relationship with the judiciary, law enforcement, criminal justice system, County staff and the community.

6.3.8.2 Contractor shall provide a substitute for terminated personnel that are deemed critical by the County in meeting acceptable performance per the contract and where the Contractor has been notified of the critical nature of the specific position by the County and/or positions that are contractually specified positions within forty-eight (48) hours. The noted vacant position shall be filled with a permanent employee within thirty (30) days.

6.3.8.3 Contractor shall provide quality improvement training to their staff and conduct quarterly assurance activities to ensure the data entered in the software is accurate.

6.3.8.4 Contractor shall develop written operational procedures specific to County's Comprehensive Electronic Monitoring Services for reference by their staff.

6.4 Contractor Furnished Items

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

6.5 Contractor's Office

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

Contractor shall respond to calls received by the answering service within two (2) hours of receipt of the call.

6.6 Identification Badges

Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.3 (Contractor's Staff Identification) of the Contract.

7.0 HOURS/DAYS OF WORK

Contractor shall be required to provide Comprehensive Electronic Monitoring Services on a twenty-four (24) hours continuous basis.

8.0 UNSCHEDULED WORK

If 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 Contractor, and Contractor shall have no claim whatsoever against County.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

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

9.2 A standard level of performance will be required of Contractor 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 unacceptable performance. County will evaluate 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 Contractor to achieve this standard can result in an assessment of liquidated damages against Contractor's monthly payment as determined by County.

9.3 When Contractor's performance does not conform to the requirements of this Contract, County will have the option to apply the following non-performance remedies:

9.3.1 Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

9.3.2 Reduce payment to Contractor by a computed amount based on the assessment fee(s) in the PRS.

9.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

9.3.4 Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice.

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

APPENDIX B

RFP

TECHNICAL EXHIBITS

**APPENDIX B
TECHNICAL EXHIBITS**

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**TECHNICAL EXHIBIT 1
PERFORMANCE REQUIREMENTS SUMMARY CHART**

SERVICE LEVEL REFERENCE	SERVICE LEVEL COMPLIANCE DESCRIPTION	NON-COMPLIANCE DEDUCTIONS/FEEES TO BE ASSESSED
SOW 2.1, 2.2 and 2.3	Contractor shall provide one piece GPS devices that are Radio Frequency (RF) capable along with all software necessary to track offenders as outlined in the SOW	\$100 for each occurrence.
SOW 1.0	CEMS system (System) shall be available 99.96% of the time other than planned downtime. System availability for any month shall be defined as the number of minutes the System is accessible to County Designated users via the web divided by the total number of minutes in the month.	For any month in which System availability is less than 99.96% excluding planned downtime, the following fees shall be assessed. <ul style="list-style-type: none"> • Between 98% and 99.95% fee of \$1,000 • Between 95% and 98% fee of \$2,000 • Between 90% and 95%, fee of \$3,000 • Less than 90%, fee of \$5,000
SOW 1.7 and 2.2.2.2	Contractor shall deliver standardized preconfigured reports to the County at agreed upon dates and times. All reports shall also have the ability to be queried and generated through the Contractor's database.	\$100 for each occurrence of a report delivered to the County for each day after the agreed upon day and schedule.
SOW 1.1.1	Telephone technical support is available seven (7) days a week twenty-four (24) hours per day.	\$100 for each occurrence in which technical support is not available via a telephone call.
SOW 2.1.1.3 and 2.2.2.3	County shall be notified within three (3) minutes of an alert due to unauthorized movement of the stationary home monitoring unit.	\$100 for each occurrence of failure to notify County within three (3) minutes of the alert.
SOW 2.1.1.3 and 2.2.2.3	County shall be notified within three (3) minutes of an alert due to location verification failure from GPS lost signal or device communication failure due to cellular transmission loss, unauthorized entry into an exclusion zone, unauthorized absence from an inclusion zone, equipment removal or tampering,	\$1,000 for each occurrence of failure to notify County within three (3) minutes of the alert.
SOW 2.1.1.3 and 2.2.2.3	County shall be notified within three (3) minutes of an alert due to equipment malfunction or low battery condition.	\$100 for each occurrence of failure to notify County within three (3) minutes of the alert.

**TECHNICAL EXHIBIT 1
PERFORMANCE REQUIREMENTS SUMMARY CHART**

SOW 2.2.1.1, 2.2.1.4, and 2.3	Contractor shall provide installation, removal, resets and replacement services of all electronic monitoring equipment within established time frames as specified by the County	\$100 for each occurrence beyond the established time frames.
SOW 1.0	Contractor shall notify the County of all probable violations by program participants within the time limits established by the County.	\$100 for each occurrence beyond the established time frames.
TECHNICAL EXHIBIT 7, Introduction	The County will evaluate the Contractor's Contract performance using various quality assurance measurements. Compliance with the Operational Procedures Manual's standards and procedures will be one of those measurements	\$100 for each occurrence.
Contract 7.4.6	Contractor shall reimburse County for criminal record check of Contractor's and Subcontractor's employees.	Up to \$100 per occurrence.

TECHNICAL EXHIBIT 2
CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

**TECHNICAL EXHIBIT 3
CONFIDENTIALITY CORI INFORMATION**

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

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

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

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

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

Signature

Name (Print)

Title

Date

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

TECHNICAL EXHIBIT 4 EQUIPMENT REQUIREMENTS

1.0 EQUIPMENT REQUIREMENTS

- 1.0 Contractor shall provide only equipment that meets the highest levels of ruggedness, durability and performance. The GPS device shall be a one-piece, single body worn device and meet the following minimum requirements:
- 1.1.1 The device shall be currently registered and approved by the Federal Communications Commission (FCC) including accessories/beacons.
 - 1.1.2 Contractor shall be the owner and Original Equipment Manufacturer (OEM) of the GPS one-piece tracking device and of the related electronic monitoring tracking software and shall have an ISO 9001 certification.
 - 1.1.3 Equipment and systems shall remain the property of Contractor. Contractor shall be responsible for upgrades, maintenance and repair/replacement costs.
 - 1.1.4 The device shall have an identification label identifying Contractor and which displays a central telephone number.
 - 1.1.5 The device shall be the latest proven reliable technology available and the latest in use from the manufacturer and the current product submitted with the Contract for use.
 - 1.1.6 The device shall meet market safety standards and present no health or safety hazards to staff and/or offenders.
 - 1.1.7 The device shall not unduly restrict participants' activities. The device shall be enclosed in a sealed hypoallergenic case that is resistant to shock, water, corrosion, chemical solvents, and detergents. The device shall function reliably under normal environmental conditions.
 - 1.1.8 The device shall not have any sharp edges and shall be designed to cause no excessive chafing or bruising.
 - 1.1.9 The device shall be small, light, and non-restrictive. The device shall attach around the ankle of the offender and weigh no more than ten (10) ounces for a fully installed device. Fully installed device shall include the weight inclusive of all clips, straps, case with all batteries, as required for a fully functioning active GPS one-piece device installed on a participant.
 - 1.1.10 The device shall be waterproof.

TECHNICAL EXHIBIT 4 EQUIPMENT REQUIREMENTS

- 1.1.11 The device shall be shockproof.
- 1.1.12 The device shall be designed to prevent tracing or duplication of the signal by other electronic devices or equipment.
- 1.1.13 The device shall be marked with the model and/or serial identification numbers and will not change colors or lose labeling after being exposed to common cleaning products.
- 1.1.14 The device shall possess non-erasable program identification.

2.0 EQUIPMENT TRACKING REQUIREMENTS

- 2.1 The device shall at a minimum use GPS and the cellular telephone network to track and report the location(s) of offenders both at home and in the community, regardless of location.
- 2.2 The device shall track an offender on a twenty-four (24) hour continuous basis, and shall be able to confirm the date, time and location of the tracking event.
- 2.3 The device shall have the ability to convert between Active GPS, and Enhanced Cellular Radio Frequency mode without any removal of the device from the participant or otherwise requiring a change of equipment.
- 2.4 The Active GPS device configuration shall collect a tracking point at least once every minute, and report the information via the cellular network at least once every ten (10) minutes and shall report tampering, zone, and battery violations immediately.
- 2.5 The device shall be remotely contacted to force the device to instantly locate and call back with its data immediately (showing points each one-minute interval).
- 2.6 The device shall have internal diagnostics that can determine if it is operating properly and the ability to relay the information to the Central Information software system.
- 2.7 The device shall acquire GPS within two (2) minutes when placed in an outdoor environment.
- 2.8 The device shall be programmable to vary the rate of recording and reporting of GPS position data.
- 2.9 The device shall record the "in range" and "out of range" times for CRF devices.

TECHNICAL EXHIBIT 4 EQUIPMENT REQUIREMENTS

2.10 The device shall adjust Reporting and Leave Windows (schedules) for CRF devices.

3.0 EQUIPMENT COMMUNICATION REQUIREMENTS

- 3.1 The device communication shall be encrypted.
- 3.2 The device shall provide Multi-Network Roaming that communicates to the software.
- 3.3 The device shall provide alternative location tracking using the cellular network in the absence of GPS.
- 3.4 The tracking device shall have the option of communicating with a landline telephone based receiver to upload location and alert information to the software for areas not covered by cellular service without removing the device from the offender.
- 3.5 The device shall incorporate non-volatile memory that stores at least ten (10) days' worth of events (with date and time of occurrence) at a collection rate of one (1) point per minute, at times when the cellular service and electrical power may become unavailable and continually attempt to report these events until reporting has been successful. Non-volatile memory shall retain unreported events and report them once power/cellular services have been restored, including date & time of occurrence.

4.0 BATTERY REQUIREMENTS

- 4.1 The battery life of the tracking device must either be sufficient to last throughout the entire term of the participant's sentence or the battery must be replaced within twenty-four (24) hours of a "low battery" alarm received, prior to battery failure.
- 4.2 The battery for the device shall hold a single charge for a minimum period of twenty-four (24) hours while performing one (1) minute GPS acquisition and downloading data to the software at least once every ten (10) minutes without the use of additional accessories such as beacons.
- 4.3 The device shall re-charge the battery to the maximum capacity within two (2) hours from a low battery status.
- 4.4 The device shall re-charge the battery to the maximum capacity within four (4) hours from a complete dead battery status.
- 4.5 The device batteries shall be permanently sealed within the device case, and shall not include any batteries that are removable and replaceable.

TECHNICAL EXHIBIT 4 EQUIPMENT REQUIREMENTS

- 4.6 The device shall send a signal indicating a low device battery condition at least eight (8) hours prior to battery failure.
- 4.7 The device battery shall have a guaranteed life cycle of not less than twelve (12) months.
- 4.8 The device shall be equipped with an electronic charger device that uses a wall electrical outlet power (alternating current) with a charging cord of a minimum of six (6) feet long and a separate vehicle charger (direct current) source to recharge the battery.

5.0 ALERT/NOTIFICATIONS REQUIREMENTS

The System shall provide a means of notification (alert) to the offender when the participant is late returning home from an approved absence or leaves home when unscheduled. Contractor's monitoring center staff shall call the participant based on protocols determined by County.

- 5.1 The device shall communicate to the offender by vibration of the device for low battery alerts and allow the participant to contact the supervising DPO.
- 5.2 The device shall store up to one hundred fifty (150) zones onboard the device to ensure zone violations are immediately reported regardless of the call in frequency.
- 5.3 The device shall detect, record, and report an alert feature with immediate notification including strap tampers, removal tamper, loss of communication, loss of a GPS signal, low battery, and critical /shutdown battery.
- 5.4 The device shall detect, record, and report an alert feature with immediate alert notification for inclusion and exclusionary zone violations.
- 5.5 The device inclusion and exclusionary zones shall have time zone perimeter capability.
- 5.6 The device shall have an alert feature with an immediate alert notification to detect metallic shielding of the device's ability to receive a GPS signal. The device shall detect, record, and report such an instance of shielding.
- 5.7 The device shall have an alert feature with an immediate alert notification to detect, record, and report when there is interference or jamming signals present that are disrupting the receipt of GPS signals.

6.0 STRAP REQUIREMENTS

- 6.1 All device straps utilized to attach devices to a participant shall be disposable.

TECHNICAL EXHIBIT 4 EQUIPMENT REQUIREMENTS

- 6.2 Straps used to attach the devices to a participant shall have exterior surfaces made of hypoallergenic materials.
- 6.3 Straps shall be adjustable in length to fit all participants. All straps shall have the capability to be securely sized and attached to an offender. If straps are pre-sized they shall be immediately available in one-half inch increments or less.
- 6.4 Contractor shall provide straps (clips, snaps, pins, and connectors, etc.), designed to breakaway and become unusable, to prevent damage to the device or participant if the device/strap is removed by the participant.

7.0 ADDITIONAL ACCESSORY REQUIREMENTS

- 7.1 The one-piece GPS device shall be able to utilize additional accessories (e.g., beacons, etc.) for enhanced location verification while in defined impaired environments (such as inside home or buildings).
- 7.2 The Home Based Unit (HBU)/beacon shall detect movement and, shall differentiate momentary movement (such as cleaning around the unit) versus perpetual movement (such as relocation). The HBU/beacon shall be able to communicate an alert of perpetual movement.
- 7.3 The HBU/beacon shall utilize a dedicated wall electrical outlet (alternating current) for its power source, or a battery for its primary source of power.
- 7.4 The HBU/beacon shall detect and report events related to the disconnecting and reconnecting of the electrical power and or telephone line.
- 7.5 In the event of power disconnection or commercial outage, the accessory shall have a minimum of forty-eight (48) hours internal, auto-recharging back-up battery to support completed continued functionality, including but not limited to detecting and reporting information.
- 7.6 The HBU/beacon shall be replaceable and interchangeable without the need to return to Contractor for installation or removal.
- 7.7 The HBU/beacon shall conduct a simple and rapid range test by the DPO to confirm signal coverage between the device and accessory at the participant's home.
- 7.8 The HBU/beacon shall be programmable with adjustable signal range.
- 7.9 The HBU/beacon shall detect when the accessory case has been compromised.

**TECHNICAL EXHIBIT 4
EQUIPMENT REQUIREMENTS**

8.0 EQUIPMENT QUALIFICATIONS

- 8.1 Devices with the technology to automatically switch between multiple cellular providers in order to reduce or prevent loss or delay of GPS points due to cellular communication failure that interferes with transmission of data to Contractor's software are highly desirable, but not required.
- 8.2 All devices assigned to the participant shall be manufactured to allow for repeated proper sanitization. Contractor shall provide instructions to sanitize the devices, including recommended cleaning agents and methods.
- 8.3 Contractor shall replace each device at specific intervals, as defined by County, to avoid device failures.

9.0 DELIVERED EQUIPMENT REQUIREMENTS

- 9.1 All equipment delivered to County shall have been tested to ensure it is fully operable and free from any defects or damage prior to shipment to County. County reserves the right to reject any and all equipment it deems unacceptable, inoperable, and/or not in the best interest of public safety.
- 9.2 In the event any equipment becomes inoperable for any reason Contractor shall incur all repair and replacement costs. Contractor shall provide County with replacement equipment within twenty-four (24) hours of request. Contractor shall pay all costs associated with shipping (both delivery and return) of all equipment and supplies.
- 9.3 County shall determine the method, frequency, and location of all equipment deliveries.
- 9.4 Upon approval by the County Program Manager, Contractor shall furnish upgraded equipment with improved technology to County. If it is determined that upgraded equipment is to replace existing equipment, the County Program Manager and Contractor shall develop an agreed upon implementation plan that will include a systematic process to ensure the completion of transition.
- 9.5 County shall not incur any costs for any delivered equipment and supplies that are altered, damaged, stolen, lost, tampered, misplaced, and/or misused.

10.0 INSTALLATION KIT

County shall have the ability to install and remove GPS devices. Devices shall come with an installation and removal kit containing all necessary devices to install, remove, activate or deactivate the device including a quick installation user guide.

TECHNICAL EXHIBIT 5 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Exhibit ____ (Information Security and Privacy Requirements) is an attachment and addition to the Risk Management Information Services Agreement dated _____ (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and _____ (“**Contractor**”) and is incorporated into the Agreement by reference hereof. This Exhibit __ (Information Security and Privacy Requirements) sets forth information security procedures to be established by Contractor before the effective date of the Agreement and maintained throughout the term of the Agreement. These procedures are in addition to the requirements of the Agreement between the Parties. They present a minimum standard only. It is Contractor’s sole obligation to: (i) implement appropriate administrative, physical and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity and availability of County Data as defined in Section ____ the Agreement (consisting of but not limited to County Confidential Information, Personally Identifiable Information, and Protected Health Information) against internal and external threats, vulnerabilities and risks; and (ii) continuously review and revise those measures to address ongoing threats, vulnerabilities and risks. Failure to comply with the minimum standards set forth in this Exhibit __ (Information Security and Privacy Requirements) will constitute a material, non-curable breach of the Agreement by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement.

1. **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively “**Information Security Policy**”). The Information Security Policy will be communicated to all Contractor personnel, agents and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.
2. **Personnel and Contractor Protections.** Contractor shall screen and conduct background checks on all Contractor personnel exposed to County Confidential Information as defined in Section ____ of the Agreement and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor’s systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, vulnerabilities and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.
3. **Removable Media.** Except in the context of Contractor’s routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict administrative, physical and logical security controls to prevent transfer of County information to any form of Removable Media. For purposes of this Exhibit __ (Information Security and Privacy Requirements), “**Removable Media**” means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), Smart Media (SM), Multimedia Card (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

TECHNICAL EXHIBIT 5 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

4. **Storage, Transmission, and Destruction of Personally Identifiable Information and Protected Health Information.** All Personally Identifiable Information and Protected Health Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act and the California Civil Code section 1798 et seq. Without limiting the generality of the foregoing, Contractor shall encrypt (i.e., National Institute of Standards and Technology (NIST) Special Publication (SP) 800-111 Guide to Storage Encryption Technologies for End User Devices¹) all Personally Identifiable Information and electronic Protected Health Information (stored and during transmission) in accordance with HIPAA and the HITECH Act, as implemented by the U.S. Department of Health and Human Services. If Personally Identifiable Information and Protected Health Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such Personally Identifiable Information and Protected Health Information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Personally Identifiable Information and Protected Health Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Personally Identifiable Information and Protected Health Information consistent with National Institute of Standards and Technology (NIST) Special Publication (SP) 800-88, Guidelines for Media Sanitization² and US Department of Defense (DOD) 5220.22-M data sanitization and clearing directive³ such that the Personally Identifiable Information and Protected Health Information cannot be retrieved.

5. **Data Control, Media Disposal and Servicing.** Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Personally Identifiable Information and Protected Health Information), County Data (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly Approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using industry standard encryption technology in accordance with the NIST SP 800-52 Guidelines for the Selection and use of Transport Layer Security Implementations⁴; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices⁵. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88, Guidelines for Media Sanitization⁶).

6. **Hardware Return.** Upon termination or expiration of the Agreement or at any time upon County's request, Contractor will return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County Confidential Information or Personally Identifiable Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or

¹ Available at <http://www.csrc.nist.gov/>

² Available at <http://www.csrc.nist.gov/>

³ Available at <http://www.dtic.mil/whs/directives/corres/pdf/522022MSup1.pdf>

⁴ Available at <http://www.csrc.nist.gov/>

⁵ Available at <http://www.csrc.nist.gov/>

⁶ Available at <http://www.csrc.nist.gov/>

TECHNICAL EXHIBIT 5 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Agreement or at any time upon County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization⁷).

7. **Physical and Environmental Security.** Contractor facilities that process County Data will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.
8. **Communications and Operational Management.** Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.
9. **Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:
 - a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
 - b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
 - c. Applications will include access control to limit user access to information and application system functions; and
 - d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.
10. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.
 - a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
 - b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.

⁷ Available at <http://www.csrc.nist.gov/>

TECHNICAL EXHIBIT 5
INFORMATION SECURITY AND PRIVACY REQUIREMENTS

- c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third-party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of policies, procedures and guidelines, and other documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Data.
 - d. In the event County desires to conduct an unannounced penetration test, County shall provide contemporaneous notice to Contractor's Vice President of Audit, or such equivalent position. Any of County's regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by County in connection with any such audits and shall provide reasonable access and assistance to County or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. County reserves the right to view, upon request, any original security reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the County security contact. Contractor will notify County of any new assessments.
11. **Contractor Self Audit.** Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party as applicable; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.
 - i. **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - ii. **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("**CQS**") in support of applicable regulations, standards, and requirements.
 - iii. **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - iv. **Detailed findings-** are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to

TECHNICAL EXHIBIT 5
INFORMATION SECURITY AND PRIVACY REQUIREMENTS

County as provided above and the ISO certificate is published on Contractor's website.

- b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:
 - i. Audit spans a full twelve (12) months of operation and is produced every six (6) months (end of June, end of December) to keep it “fresh”.
 - ii. The resulting detailed report is available to County.

Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

- 12. **Security Audits.** In addition to the audits described in Section 10 (Contractor Self Audit), during the term of the Agreement, County or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a security audit (e.g., attestation of security controls) of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may filtered to remove the specific information of other Contractor customers such as IP address, server names, and others. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

TECHNICAL EXHIBIT 6
CEMS IMPLEMENTATION REQUIREMENTS

1. CEMS Center Software and Hardware Setup:

CEMS center system environment setup, including system and hardware configuration.

2. CEMS Software and Hardware Installation:

Installation and configuration of CEMS software, hardware, and interfaces, if any.

3. Data Conversion and Migration:

Conversion and migration of data from any existing systems/databases, as specified by the Department.

4. Systems Acceptance Testing:

a. Integration Testing

Testing of CEMS system's integration with other County systems, if any, remote terminals, and all monitoring equipment.

b. User Testing

Testing by County and Contractor users of the applicable components of CEMS.

5. Transition to Operational Environment:

Transition services for cutover from the existing system/database to the CEMS operational/production environment.

6. Final Acceptance:

Contractor shall maintain CEMS in operational environment for forty-five (45) days following the cutover ("Warranty Period"). Contractor shall correct any and all deficiencies discovered during such Warranty Period before CEMS can achieve Final Acceptance and before Contractor may be paid by County for services provided hereunder.

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PROBATION DEPARTMENT'S ELECTRONIC MONITORING PROGRAM (EMP) OPERATIONAL PROCEDURES MANUAL



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



COUNTY OF LOS ANGELES PROBATION DEPARTMENT ADULT ELECTRONIC MONITORING PROGRAM

OPERATIONAL PROCEDURES MANUAL

TECHNICAL EXHIBIT 7

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INTRODUCTION

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

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

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

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

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

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PART I

PRETRIAL SERVICES CASE PROCESSING

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REFERRAL AND ASSESSMENT PROCESS

REFERRAL PROCESS

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

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

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

APPLICATION TYPES

There are eight (8) types of EM referrals. The following is a list of codes used by PTS to identify each application type:

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

RISK ASSESSMENT

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

- 0 - 13 Standard Monitoring
- 14 - 22 Enhanced Monitoring

VENDOR NOTIFICATION

A *VENDOR NOTIFICATION* is completed by PTS on all participants referred to EM and

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faxed or emailed to the Contractor. This Notification provides the following information:

- EM Application number
- Court case number or booking number
- Conviction charge(s)
- Defendant's name, address and telephone number, if applicable
- Referral date
- Assessment findings:
 - . Suitable
 - . Unsuitable
- Risk assessment level (criminal offenders only)
- Probation status (includes "X" number, Deputy Probation Officer, Probation Area Office and telephone number)
- Driver's license status (valid, suspended, revoked, restricted, or none)
- General comments regarding the unsuitability of a defendant. Such as the nature of violent offenses in cases where a defendant is found to be unsuitable for program participation due to a history of violence
- Primary language

PROGRAM MARKETING/AWARENESS

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

COURT REFERRALS

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

The Court completes the Court Referral Form and faxes or emails it to EM staff at (213) 633-4684 or contacts EM staff by telephone at (213) 893-5369 and provides the information listed on the Court Referral Form. The Court then instructs the defendant to contact EM staff at (213) 893-5369 by the end of the next business day to complete an

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application. Instead of providing verbal instructions, the Court has the option to give the defendant a copy of the "EM Instructions to Defendant" form.

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

Criteria for referral

- Post- conviction misdemeanors and felonies
- Pre-sentenced misdemeanors and felonies
- Civil Contempt cases

Contractor Notification

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

COUNTY JAIL REFERRALS

The Sheriff's Department's Community Based Alternatives to Custody (CBAC) personnel refer county jail inmates to be evaluated by Pretrial Services Electronic Monitoring Program for determination of suitability for electronic monitoring release. CBAC Sheriff personnel have two (2) methods of referral to PTS EM. The first method is by providing, each morning, an automated fully sentenced inmate list identified as potential candidates for EM consideration. The second method is by providing individual cases, such as special classified inmates, for EM evaluation. Beginning October 12th, 2004, LASD identified fully sentenced inmates with PC273.5 and PC243(e)1 convictions as a population potentially acceptable for the EMP. With concurrence between LASD Administration, and Probation Department Administration, EMP staff began screening fully sentenced PC273.5 and PC243(e)1 inmates for EMP.

Only suitable assessed inmates by PTS EM will be released on electronic monitoring. All inmates assessed and determined to be ineligible or unsuitable will remain in custody. Sheriff personnel retain final release authority and may disqualify a suitable EM candidate if deemed necessary. The case turnaround time for completing County jail referrals is forty-eight (48) hours. In some instances, cases may require additional time with clearance from the County Program Manager or designee.

Criteria for referral

- County jail inmates fully sentenced to county jail time on misdemeanor or

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felony cases

- Inmates cannot be in custody on any excluded conviction charges
- Inmates can have no pending felony cases
- Inmates can have no outstanding warrants
- Inmates can have no custody holds
- Inmates can have no rehabilitation orders
- Inmates can have no disqualified custody special handling restrictions

Contractor Notification

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

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

CIVIL REFERRALS

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

ASSESSMENT PROCESS – COURT REFERRALS

I. REFERRAL

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

OR

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

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

II. ASSESSMENT

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

III. SENTENCING

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

ASSESSMENT PROCESS – COUNTY JAIL REFERRALS

I. REFERRAL

- A. The Sheriff's Department's Community Based Alternatives to Custody (CBAC) personnel refer county jail inmates to be evaluated by Pretrial Services.

OR

Inmate's family or friends contact EM staff by telephone at (213) 893-5369 and provide the booking or case information.

II. ASSESSMENT

- A. EM staff completes an application after the defendant is interviewed by telephone or in jail facility.
- B. EM staff accesses complete criminal record.

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- C. EM staff verifies reference, address, telephone and other information provided by the defendant.
- D. EM staff completes Risk Assessment scale.
- E. EM staff evaluates information and completes an EM Assessment Report, which is sent to the vendor and the Sheriff's CBAC liaison.

PART II

CONTRACTOR CASE PROCESSING

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ENROLLMENT DATE REQUIREMENTS

Court Component

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

County Jail Component

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

- A. After confirming that the inmate is currently housed at county jail, Contractor personnel calls the person who will be picking up the inmate to provide the following instructions:
 - Expect to spend approximately 3-4 hours on the release process.
 - Bring \$120 cash or certified funds, a telephone bill to confirm the participant's phone number and address of record. Utility bills, bank statements, and other forms of address verification are also acceptable forms to confirm address of record.
 - Be prepared to drive the participant to his place of residence, making no stops, where he will remain on lockdown until his scheduled appointment with a branch office.
- B. Contractor personnel assigned to the jail will then explain the program rules and regulations (Appendix F) to the inmate. EM installation instructions and the consequences of non-compliance are explained to the inmate. If the inmate agrees to abide by the program guidelines, he will sign a consent form; which becomes a part of the inmate's custody jacket and participant case file.
- C. Sheriff's Deputies will process the EM release, which includes a custody record and commitment document check. The inmate will be instructed to go directly home and report to a designated branch office for enrollment the following day.

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I. PARTICIPANT ENROLLMENT

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

A. PARTICIPANT ORIENTATION

1. INTERVIEW

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

- a. Photocopy participant's picture ID and telephone bill for case file. Utility bills, bank statements, and other forms of address verification are also acceptable forms in lieu of a telephone bill.
- b. Provide written rules and regulations to participant, explain each point, including grievance procedures and fee reduction procedures; have participant initial each page, including the fee agreement section and sign the last page acknowledging that he/she has read, understood and received a copy of the program guidelines and agrees to comply.
- c. Collect initial enrollment and monitoring fee.
- d. Schedule next office meeting according to risk level assessed by Pretrial Services:
 - STANDARD MONITORING - a minimum of once every two (2) weeks. "Standard" participants who fail to comply with

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curfew schedules or other program guidelines will be changed to weekly meetings until such time as compliance improves substantially.

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

Note: Participants sentenced on EM-01 and EM-02 lists of excluded charges will always be monitored at the ENHANCED level.

2. SETTING UP CASE FILE

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

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

a. Section 1, Left Side

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

b. Section 1, Right Side

- Orientation Forms, or Client Contract, must be dated and signed by participant and case manager. Included will be:
 - *Rules, regulations and consent form*
 - *Fee assessment and agreement form*
 - *Fee reduction procedures*
 - *Grievance procedures*

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- Income Verification
- Chronological case notes

- c. Section 2, Left Side
 - Enrollment Notice
 - All other court notices
 - Completion/Termination Notice

- d. Section 2, Right Side
 - Original Schedule
 - First transmit or good hook-up message
 - Daily electronic monitoring activity reports
 - Schedule changes
 - Activity verification/documentation

3. **SETTING FEES**

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

- Present financial position

- Reasonably discernible future financial position. Every six (6) months, the person's financial status must be evaluated to determine applicable income. This includes considering overtime pay incurred within the last six (6) consecutive months.

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

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

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

- a. Have participant complete a Financial Information Worksheet (Appendix G).

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

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- c. Consult the Sliding Scale (Appendix H) as a reference in setting the daily program fee.
- d. Have participant initial the fee agreement section of the Client Contract. *A signed, dated Client Contract form must be in the file before a participant can be terminated for failure to pay program fees (Appendix F).*

4. **SETTING CURFEW SCHEDULE**

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

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

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

Work Hours - Conventional Employment

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

- a. Set permanent curfew schedule to include work hours and travel time each way.
- b. Change schedule, as needed, for prior approved overtime, scheduled medical appointments, etc., noting reason for change in participant's case file. Instruct participant to provide appropriate documentation of the activity

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at the next office meeting.

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

Work Hours – Unconventional Employment

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

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

Unemployed - Court authorizes job search

Participants will not generally be allowed an arbitrary eight (8) to twelve (12) hours, five (5) to seven (7) days per week to be away from their residence to seek employment.

- a. Set a maximum three (3) to four (4) hours per day, two (2) or three (3) days per week to allow participant to look for employment.
- b. Instruct participant, whenever possible, to provide a written list of prospective employers he/she plans to see, including the addresses. Participant is to provide a means of verifying his or her job search activities. Verification may include, but not be limited to, a duplicate job application, company business card signed by a representative of the company, or a signed attendance sheet. Discuss with the participant their responsibility to verify their whereabouts.

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

Other court authorized activities

1. Participant must provide the Contractor with a schedule, including the date, time and location of any court authorized activities, such as drug or alcohol treatment meetings, counseling sessions, medical appointments, etc. It is desirable, for

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scheduling purposes, to allow a participant to attend meetings on the same days and times each week.

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

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

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

A. **Hook-up**

1. Transmitter and strap are attached to participant's ankle, by an installer either at a branch office, Inmate Reception Center, or the participant's residence.
2. Record serial numbers of each piece of electronic monitoring equipment assigned to participant on computerized equipment log.
3. When the receiving unit is plugged in, if it is working properly, the computer will receive a "good hook-up" message. If this is done at a branch office, the participant is instructed on how and where to install the equipment in the home.

B. **Installation**

1. Unless the equipment is installed by a technician, at the place of residence, the participant will be given the equipment and instructed to install it at the residence no more than two (2) hours after leaving the branch office. The receiver and/or BAT are plugged into the AC power lines and telephone lines according to the instructions given to the participant at the orientation interview.
2. Monitoring center will notify case manager if they do not receive a "good hook-up" message within the time specified.

II. **DAILY CONTACT LIST**

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

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

Note: Contractor will retain the absconder's name on active status (i.e., daily count list) for a period of up to fourteen (14) calendar days. After fourteen (14) calendar days, the absconders will be removed from the daily count but will remain on the Contractor's data base indefinitely, until a final disposition is received.

- B. List must be legible and shall include all enrollments, completions and terminations.
- C. If an enrollment or completion occurred after the list was faxed or emailed, i.e., weekends, evenings, include the information on the next day's list.
- D. All follow-up documents (Enrollment, Completion, Termination Notices) must bear the same date shown on the list.
- E. Proofread documents for accuracy in case name, number, dates.

III. **SCHEDULE CHANGES**

- A. Schedule changes shall not be approved for activities not authorized by the sentencing court. Schedule changes must be approved by authorized Contractor personnel in advance of the activity and a schedule change form must be maintained in the case file after appropriate case notes stating the reason for the change have been entered into the case file
- B. Enter schedule changes into the monitoring computer prior to the activity; in the case of "one time only" changes, the original schedule must be reinstated into the computer upon participant's return.

IV. **TYPE OF EQUIPMENT**

All program participants will be monitored by a twenty-four (24) active/continuous system, utilizing a random contact back-up system. Monitoring equipment must be equipped with a tamper alarm system. The monitoring system must have a very high degree of reliability and dependability. It is the Contractors' responsibility to ensure that the monitoring equipment is working properly.

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- A. The battery life of the transmitter and receiver must either be sufficient to last throughout the entire term of participant's sentence or the battery must be replaced within twenty-four (24) hours of "low battery" alarm being received, prior to battery failure.
- B. Central monitoring computer must be set to perform an automatic monitor check-in with the field- monitoring device a minimum of every four (4) hours. If check-in is not received within five (5) hours, a documented monitor response is required.

V. **REPLACEMENT/REPAIR OF EQUIPMENT**

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

- A. All equipment malfunctions must be replaced or repaired within twenty-four (24) hours of discovery of the malfunction.
- B. Place documented telephone calls to the participant every two (2) hours until equipment is repaired or replaced.

VI. **TAMPER ALARMS**

Contractors must provide immediate documented telephonic response to tamper alarms.

- A. After initial telephone contact, place documented telephone calls to the participant every two (2) hours until tamper is reset or transmitter replaced.
- B. Replacement, if necessary, must occur within twenty-four (24) hours of initial tamper alarm.
- C. Replacement, repairs and resets must be documented in case file and in equipment logs.

VII. **REPORTING GUIDELINES**

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

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A. TYPES OF REPORTS

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

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- a. During court hours: If a participant is away from his or her residence without authorization for four (4) hours during business hours, the Contractor will immediately fax or email an Abscond Notice to PTS, and, as applicable the sentencing court, Sheriff's Department, and DPO.
 - b. After court hours/weekends: If a participant is away from his or her residence without authorization for four (4) hours after business hours or on weekends, the monitoring center will alert the branch manager by pager and continue monitoring the participant's activity.
 - i. If the participant returns prior to the start of the next business day, the Contractor will attempt to obtain the participant's statement regarding the violation. By 11:00 a.m., fax or email a Non-Compliance Notice to Pretrial Services and, as applicable, the sentencing court, Sheriff's Department and DPO, detailing the incident.
 - ii. If the participant has not returned by the start of the next business day, the Contractor will telephonically notify PTS, the court or Sheriff's Department, if applicable, by 9:00 a.m. Follow up with an Abscond Notice faxed or emailed to PTS and, as applicable, the sentencing court, Sheriff's Department and DPO by 11:00 a.m. (if participant still has not returned).
2. **BAT VIOLATIONS** – Mail, email or fax a Non-Compliance Notice within twenty-four (24) hours to Pretrial Services and, as applicable, the sentencing court, Sheriff's Department, and the DPO if, after three (3) tries, breath test results show any measurable amount of alcohol.
- If a participant tests at a level of .08 or higher on a breath alcohol test, a Non-Compliance Notice shall be faxed or emailed to Pretrial Services and, as applicable, the sentencing court, Sheriff's Department and DPO, within the following time frames:
- a. During court hours: Call the court or the Sheriff's Department and fax or email immediately.
 - b. After court hours/weekends: Fax or email by 9:00 a.m. next business day.
3. **COMPLETION NOTICE** - Reports the last day participant is

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monitored after successfully completing the term specified by the court or Sheriff in the EM program.

4. **ENROLLMENT NOTICE** - Reports the date the participant actually enrolls with the Contractor; which includes equipment installation and good hook-up message.
5. **FAILURE TO ENROLL NOTICE** - Reports that participant has failed to enroll by the date ordered by the court, or that a county jail participant failed to report to a branch office after release from custody
6. **NON-COMPLIANCE REPORT** - Reports any action by the participant; which is in violation of the court's sentencing order or program guidelines. Incidents of non-compliance shall be reported to PTS, the sentencing court and DPO, if applicable, within the time frames indicated below, applicable to both standard and enhanced cases:
 - a. During court hours: All incidents of non-compliance must be faxed or emailed to PTS, the sentencing court and DPO, if applicable, by 5:00 p.m. the next business day.
 - b. After court hours/weekends: Fax or email current status to Pretrial Services, the sentencing court and DPO, if applicable, by 5:00 p.m. the next business day.
7. **STATUS REPORT** - Reports routine status of participant's performance on the program or is sent after any other report, if the status changes.
8. **TERMINATION NOTICE** - Reports that participant has been removed from the EMP program, for non-compliance, prior to expected completion date.

B. **DISTRIBUTION**

1. Non-Compliance Notice:
 - a. (3) Court (copy for Court, Defense Attorney and Prosecuting Attorney)
 - b. (1) Sheriff Department, if CJ participant
 - c. (1) Pretrial Services

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- d. (1) Probation officer, if on formal probation
- e. (1) Program participant
- f. (1) Case file

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

- 2. All other notices:
 - a. (1) Court, if a court participant
 - b. (1) Sheriff's Department, if CJ participant
 - c. (1) Pretrial Services
 - d. (1) Probation Officer, if on formal probation
 - e. (1) Program participant
 - f. (1) Case file

MONITORING ACTIVITY REPORTS

Daily Exception Reports

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

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

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All-activity Reports

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

VIII. **NEW ARRESTS**

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

- A. Fax, email or mail a Non-Compliance Notice to the court, PTS and DPO, if applicable, that a new arrest has been verified.
- B. Fax, email or mail an Abscond Notice to PTS and as applicable, to the sentencing court, Sheriff's Department, and DPO, if the participant has not returned home within four (4) hours and the participant's arrest has not yet been verified.
- C. Fax, email or mail a Status Report once it has been verified that the participant is in custody or has returned home.

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

IX. **PARTICIPANT VOLUNTARILY TERMINATES**

- A. If a court sentenced participant voluntarily removes him or herself from the court component of EM and turns in their monitoring equipment, an ABSCOND NOTICE shall be sent to the sentencing court. PTS will follow up on court action.
- B. If a participant appears in court to requests to be removed from the EM program and the court grants the request, for other than non-compliance, a COMPLETION NOTICE shall be sent.
- C. If a jail participant voluntarily returns to custody, not due to program

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violations, he or she will not be penalized but will remain in custody until his or her early release date. In this instance a COMPLETION NOTICE will be sent because this is not a program failure.

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

X. **DEFENDANT WALK-INS**

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

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

XI. **ENROLLMENTS AFTER INELIGIBLE RECOMMENDATION**

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

XII. **PARTICIPANT CHANGE OF ADDRESS**

Court Component

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

County Jail Component

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

The participant's new address and phone number must be reported to PTS on a STATUS REPORT within twenty-four (24) hours. (Court or CJ component)

- A. Contractor will verify the new location within twenty-four (24) hours of the monitor re-connect at the new address.
- B. Case manager will send a STATUS REPORT to PTS and, as applicable, the sentencing court, the Sheriff's Department, and the DPO.
- C. Contractor will maintain a copy in the case file of participant's first monitoring activity report showing a successful "good hook-up" message.

XIII. DOCUMENTATION

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

A. **Conventional employment**

- 1. Time card, signed by supervisor, is preferred
- 2. Paycheck stubs showing hours and time period worked, including any vacation and/or sick time taken and/or overtime worked
- 3. Note or letter detailing hours and days worked during a given week, signed by supervisor

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

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

When a participant does not have a regular "9-5" job, it is sometimes difficult

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to find a way to verify his/her time at work. During the initial interview, make it clear to the participant that it is his/her responsibility to prove where he/she is when he/she is not at home. Discuss with the participant different methods of verifying his/her away time. For example:

1. Provide participant with an activity log, which requires a name, address, time, date, signature and telephone number of someone who can confirm the participant's whereabouts.
2. Instruct participant to provide a daily or weekly work schedule, including appointments, with contact name, address and telephone numbers.
3. Instruct participant to provide invoices, which include date of a job, hours spent on a job, job location, contact person, amount charged and/or paid.
4. Instruct participant to provide daily itineraries, mileage claim forms or similar records used for billing purposes.
5. Have participant explain how he/she plans to verify his/her activities and work with him/her to find an acceptable method.

XIV. **OFFICE MEETINGS**

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

- A. Check transmitter strap
- B. Collect verification of work and other approved activities
- C. Review activity reports since last office meeting and discuss any irregularities with participant
- D. Collect fees, give receipt to participant, keep receipt in file
- E. Set next appointment according to risk level:
 1. STANDARD - a minimum of every two (2) weeks
 2. ENHANCED - every week. . A minimum of once every week for the first thirty (30) days of program participation. Thereafter, enhanced participants who comply with all program guidelines may be seen once every two (2) weeks.

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F. Enter all of the above in case notes

XV. **CASE NOTES**

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

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

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

C. Report all equipment problems, including the disposition

XVI. **QUALITY CONTROL**

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

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

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

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

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

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

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XVII. MONTHLY REPORTS

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

A. MASTER LIST OF ALL EM CASES

Information to be reported on each case:

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

B. ACTIVE CASES IN EACH BRANCH

SORT BY CASE MANAGER

Information to be reported on each case:

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

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DEFINITIONS

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

- Present financial position
- Reasonably discernible future financial position.
- Every six months, the participant's financial status must be evaluated to determine applicable income. This includes considering overtime pay incurred within the last six (6) consecutive months.
- Likelihood that the participant shall be able to obtain employment within the six (6) month period from the date of acceptance into the program.
- Any other factor that may bear upon the participant's financial capability to reimburse the Contractor(s) for the cost of the program.

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

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

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

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

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

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

Concurrent - Applies to separate periods of confinement imposed for separate offenses

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which, by court order, may be served simultaneously.

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

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

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

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

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

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

Enhanced monitoring - Refers to monitoring guidelines established for program participants who are convicted of an excluded charge or those with a risk assessment determined by Pretrial Services to be at a level between 14 - 22 on the EM risk assessment scale.

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

Excluded charge - Any charge found on the EM-01 or EM-02 lists.

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

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

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

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Hours - Sequential sixty (60) minute time frames.

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

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

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

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

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

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

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

Participant - Any pre-sentenced misdemeanor or convicted offender who is participating in EM. In some instances, a witness is also placed as a participant upon program eligibility.

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

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

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

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

TECHNICAL EXHIBIT 7

PROBATION DEPARTMENT'S ELECTRONIC MONITORING PROGRAM (EMP) OPERATIONAL PROCEDURES MANUAL

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

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT
COMMUNITY BASED ALTERNATIVES TO CUSTODY
ELECTRONIC MONITORING PROGRAM
(CBAC/EM)**

Telephone: (213) 893-5369 Fax: (213) 633-4684

EM (COURT) REFERRAL FORM

DATE: _____

OFFENDER NAME: _____ **D.O.B.** _____

CUSTODY: YES / NO **BKG #** _____

CASE NUMBER: _____

PIMS CHARGE: _____

COURT LOCATION CODE: _____
 M/S **COURT LOCATION** **DEPARTMENT**

CLERK/JUDGE: _____

PHONE: _____

FAX: _____

(ATTORNEY REFERRAL – NO EXCLUDED CHARGES)

ATTORNEY NAME: _____

PHONE NUMBER: _____

FAX NUMBER: _____

NEXT COURT DATE: _____ **PURPOSE:** Eligibility / Suitability

SENTENCING DATE: _____

County of Los Angeles Probation Department
Pretrial Services Division
Electronic Monitoring Program (EM)
Telephone: (213) 893-5369 Fax: (213) 633-4684

DPO REFERRAL FORM

DATE: _____

Defendant Name: _____
Last
First
Middle

Defendant's Phone Number: _____ (If available)

Reference Phone Number: _____

Case #: _____ Language: _____

In Custody: YES / NO Booking# _____

Conviction Charge: _____ Court: _____ Dept: _____

DPO Name: _____

Area Office: _____

Telephone Number: _____

Fax Number: _____

DPO Email: _____

Court Date: _____

If sentenced:

Court Ordered Days on EM: _____

To Enroll by: _____
Date

EM APP#: _____

Los Angeles County Electronic Monitoring Program MONITORING CONDITIONS



* Each case number should have a separate sentencing notice

* Mail or Fax copy

Defendant: _____
Last Name First Name Middle Initial

Defendant's Phone #: _____

Offense: _____

Attorney's Name: _____

Attorney's Phone #: _____

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

Judge: _____

Misdemeanor Pretrial Release

Court: _____

Felony Pretrial Release Formal

Probation

Summary Probation

Amended Order

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

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

Defendant is sentenced to _____ days in County Jail.

Defendant is placed on Pretrial Electronic Monitoring until _____.

PERMITTED ACTIVITIES (Documented by Defendant)

Employment

School

Prearranged Overtime at work

Counseling

Secondary Employment

Doctor / Dental Appointments

Laundry – prearranged (*Not Verifiable*)

AA or NA Meetings Frequency: _____

Grocery Shopping – prearranged

Next Court Appointment: _____

Religious Activities

Other: _____

SPECIAL CONDITIONS ORDERED

GPS Tracking

Drug Testing Frequency: _____

Breath Alcohol Remote Testing

Status Report Frequency: _____

Transdermal Alcohol Monitoring

Counseling/Treatment Community Type: _____

Service No. of Hours: _____

Completed By: _____

Additional Restrictions/Conditions: _____

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

Defendant will be required to contact Pretrial Services at (213) 893-5369 within 24 hours of enrollment.

Judge/Clerk/DPO Signature: _____

Date: _____

ENROLLMENT DEPARTMENT

TEL: (xxx) xxx-xxxx • FAX: (xxx) xxx-xxxx



COURT – WHITE



CONTRACTOR – CANARY

DEFENDANT – PINK

INSTRUCTIONS ON HOW TO ENROLL ONTO THE ELECTRONIC MONITORING PROGRAM

1. Upon receiving Monitoring Conditions Form from Judge, the defendant must fax the Monitoring Conditions Form to Contractor at (xxx) xxx-xxxx and to Pretrial Services (PTS) at (213) 893-5369.
2. The defendant must contact Contractor at (xxx) xxx-xxxx within 24 hours of sentencing to schedule an appointment.
3. At the appointment, defendant will be issued the equipment and will be assigned a caseworker.

THE FOLLOWING DOCUMENTS MUST BE PROVIDED BY DEFENDANT AT INITIAL CONTRACTOR APPOINTMENT:

- All court papers regarding this case, especially your **Electronic Monitoring Conditions Form**
- Your driver's license or picture ID
- A copy of the most recent telephone bill: the page that has both the phone number and home address (it does not matter if the phone bill is not under your name)
- Money order, cashier's check or credit card for \$270.00 – you must keep your appointment even if you do not have the full amount
- Verification of income (paycheck stub, tax returns, proof of government benefits, etc.)
- Recent utility bills such as gas, water and electricity
- Recent rent receipts or house payments if any
- Recent bank statements, if you have a bank account
- For self-employed participants, tax returns, income statements, accounts receivable, and business license

ADDITIONALLY, THE FOLLOWING IS REQUIRED:

1. You **must** have electricity during the duration of the program.
2. The telephone line that the monitoring equipment is connected to **cannot**:
 - Have an answering machine
 - Be a cordless phone
 - Have any custom phone services such as call waiting, voice mail, call forwarding, caller ID, computer modems, etc.
3. If the defendant does not have a residential telephone, it must be disclosed to Contractor Enrollment Department personnel at time of appointment scheduling.

INSTRUCCIONES PARA INSCRIBIRSE AL PROGRAMA DE MONITOREO ELECTRONICO

1. Al recibir la Forma de Condiciones (Monitoring Conditions Form) de parte del Juez, usted debe mandar la forma via fax a Contractor al # (xxx) xxx-xxxx.
2. Usted debe llamar a Contractor al # (xxx) xxx-xxxx. **Usted tiene 24 horas para llamar a Contractor** para hacer una cita.
3. Durante la cita, usted recibira el equipo electronico y sera dirigido a un Trabajador de Caso.

LOS SIGUIENTES DOCUMENTOS DEBERAN SER PRESENTADOS EL DIA SE SU CITA:

- Todo los papeles de la corte, especialmente su Electronic Monitoring Conditions (papel color rosa)
- Su licencia de manejo o identificacion
- Su copia mas reciente del cobro de telefono, especificamente la pagina que indique su direccion y su numero telefonico (no importa que su cobro de telefono no este bajo su nombre)
- Money order, cheque de cajero o tarjeta de credito por el costo de \$270.00 – Usted necesita mantener su cita aunque no tenga la cantidad completa
- Verificacion de ingresos (talones de cheques, income tax, o beneficios del gobierno, etc.)
- Cobro recientes de luz, agua y electricidad
- Recibo bancario mas reciente, si es que tiene cuenta de banco
- Papeles de income tax, recibos de cuentas, licencia de negocio etc. si es que tiene negocio

ADICIONALMENTE, LO SIGUIENTE ES REQUERIDO:

1. Usted debe mantener electricidad en su casa durante el programa
2. Su linea telefonica donde su equipo electronico se conectara **no puede tener**:
 - Maquina de recibir mensajes
 - Telefonos inalambrico
 - Servicios especiales como llamada de espera, doble linea, modems de computadoras, etc.
3. Si no tiene telefono en su casa, tiene que informarle a Contractor cuando llamando para confirmar su cita de inscripcion

**County of Los Angeles Probation Department
Pretrial Services Division, Electronic Monitoring Program
Assessment Report**

Case Filing**Application No.:**

Filed Name	Court/Sheriff Facility	Court Date
------------	------------------------	------------

Arrest

Booked name	Arresting Agency	Booking Number	Arrest Date
-------------	------------------	----------------	-------------

Case Number	Charge	Level Description
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Defendant Information

Sex	Race	Birthdate	Age		SS Number
Address				Residence In:	Born
Telephone ()				County:	Primary Language
Lives With				State	
Relationship				USA:	Expiration Date
Marital Status	How Long	Support	Children 0	ID Number	Type
Employment/Support Status	How Long	Income 0	Education		
Employer				School	

Defendant Justice Identifies Codes/Criminal History

Main Number	CII Number	FBI Number	LAPD Number	Probation X Number
-------------	------------	------------	-------------	--------------------

Comments

Assessment Status

Interviewed Points	Verified Points	Risk Assessment	Completion Status	Initials
--------------------	-----------------	-----------------	-------------------	----------

Signature: _____ **Possible Enrolment Date:** _____ **Possible Completion Date:** _____

County of Los Angeles Probation Department
ELECTRONIC MONITORING PROGRAM
COURTS LIST OF EXCLUDED CHARGES

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

HS11154	Prescribing, administering or furnishing controlled substances
HS11155	Physician surrendering controlled substance
HS11351	Possession or purchase for sale of certain specific or classified controlled substances.
HS11351.5	Possession or purchase for sale of cocaine base.
HS11352 ALL	Illegal transportation, sale, furnishing of certain specific or classified controlled substances
HS11353	Person 18 years or over using minor in sale, transportation, or giving to a minor certain specific or classified controlled substances
HS11353.5	Adult preparing to sell to minor, drugs or alcohol
HS11354 A	Person under 18 years using minor in sale, transportation, or giving to a minor certain specific or classified substances
HS11359	Marijuana possession for sale
HS11360 A	Marijuana transportation, sale or furnishing
HS11361 ALL	Marijuana person 18 years or over using minor in sale, transportation, giving to minor
HS11366	Maintaining place for selling, giving, using of certain specific or classified controlled substances
HS11366.5 B	Allowing location to be fort for sale
HS11366.6	Using fort location for sale
HS11378	Possession of controlled substances for sale
HS11378.5	Possession or purchase for sale of PCP
HS11379 - HS11379.9 ALL	Transportation, sale of controlled substances and related offenses
HS11379.5 ALL	Transportation, sale of PCP
HS11379.6 ALL	Manufacture of PCP and other controlled substances
HS11380	Soliciting minor controlled substances
HS11383 A	Possession of precursors with intent to manufacture PCP
HS11390	Cultivation of mushrooms
HS11391	Transportation of mushrooms
PC128	Perjury resulting in capital punishment
PC139A	Threat to use force upon witness or their family
PC140	Threatening witness, victim or informant

County of Los Angeles Probation Department
 ELECTRONIC MONITORING PROGRAM
 COURTS LIST OF EXCLUDED CHARGES

PC148 ALL	Resist, delay or obstruct public officer
PC181	Slavery
PC186.26	Criminal Street Gang
PC187 A ALL	Murder
PC189	First or second degree murder
PC192	Voluntary manslaughter
PC192 B	Involuntary manslaughter
PC203	Mayhem
PC205	Aggravated mayhem
PC207 ALL	Kidnapping
PC209 ALL	Kidnapping of ransom or extortion
PC210.5	False imprisonment – kidnap to evade arrest
PC211 ALL	Robbery
PC212.5 A	Robbery in an inhabited dwelling, vessel, or building if person charged with using a deadly or dangerous weapon PC12022
PC213.5	Robbery, inhabited house or trailer
PC215 ALL	Carjacking
PC217.1	Attempt to kill specified public officials
PC218	Train wrecking
PC219	Train derailing
PC220	Assault with intent to commit mayhem, rape, sodomy, oral copulation or any violation of PC264.1, 288 or 289
PC236	False imprisonment
PC240 ALL	Assault
PC241.1	Assault
PC242	Battery
PC243 ALL	Battery
PC244 ALL	Battery with chemicals
PC245 ALL	Assault with deadly weapon or force likely to produce a great bodily injury
PC246 ALL	Shooting at inhabited dwelling, building, occupied motor vehicle
PC261 ALL	Rape
PC262 ALL	Spousal rape
PC264	Rape in concert with force and violence
PC266 ALL	Enticement of female under 18 for prostitution
PC267	Abduction of person under 18 for prostitution

County of Los Angeles Probation Department
 ELECTRONIC MONITORING PROGRAM
 COURTS LIST OF EXCLUDED CHARGES

PC271	Desertion of child under 14
PC272	Contributing to delinquency of person under 18
PC273 A ALL	Willful cruelty of a child
PC273 D ALL	Corporal punishment of a child
PC273.5 A	Corporal injury of spouse, cohabitant of opposite sex, or mother or father of his/her child
PC285	Incest
PC286 ALL	Sodomy
PC288	Lewd or lascivious involving children
PC 288 (a) ALL	Lewd or lascivious acts upon a child under 14
PC288 A (a) ALL	Oral copulation
PC288.5	Three or more acts of substantial sexual conduct with child under 14
PC289 ALL	Penetration of foreign object
PC289.5	Rape and sodomy
PC368 ALL	GBI and mental suffering of dependent adult
PC404.6	Incitement to riot
PC405 B	Lynching
PC417 ALL	Exhibit deadly weapon
PC417.1	Exhibit firearm in presence of officer
PC417.25 ALL	Exhibit laser scope at a person threatening manner
PC417.3	Exhibit firearm in presence of vehicle occupant
PC417.4	Exhibit imitation firearm in threatening manner
PC417.6 ALL	Intentionally inflicting GBI while in the commission of PC 417, PC417.2 or PC 417.8
PC417.8	Exhibit a firearm with the intent to resist arrest
PC422	Terrorist Threats
PC451 ALL	Arson
PC452 ALL	Unlawfully causing fire
PC453 ALL	Possession of explosives or flammable matter
PC454 ALL	Arson
PC455	Attempted Arson
PC464	Burglary with explosives
PC487 C	Grand Theft Person
PC519 ALL	Extortion
PC646.9 ALL	Stalking
PC647.6	Annoying/molest child with prior felony conviction

County of Los Angeles Probation Department
 ELECTRONIC MONITORING PROGRAM
 COURTS LIST OF EXCLUDED CHARGES

PC653 ALL	Solicit commission of certain offenses
PC664	Any attempt of any violation on the EMO 1 List
PC667.10	Sex crimes (repeat offenders) against someone under 14
PC667.6 A	Sex conviction with prior sex conviction
PC667.6 B	Sex conviction with two or more prior sex convictions
PC667.7	GBI with prior violent felony conviction
PC667.8 A	Kidnapping to commit sex offense
PC667.8 B	Kidnapping to commit sex offense, victim under 14
PC1203.09	Violent felonies against aged
PC12021.5	Street gang crimes with firearms
PC12022 ALL	Use of firearm in commission of a felony
PC12022.4 ALL	Furnish a firearm to another of raiding and abetting another to commit a felony
PC12022.55	Intentional infliction of GBI or death by discharging firearm from vehicle
PC12022.5 ALL	Use of firearm in commission of a felony
PC12022.7	Infliction of GBI in commission of felony
PC12022.75	Administer controlled substance against victim's will
PC12022.8	Inflict GBI in commission of certain sex offenses
PC12022.85	Sexual offense with knowledge that he/she has AIDS or HIV
PC12022.9 ALL	GBI causing termination of pregnancy
PC12034 C	Personally shooting from a motor vehicle.
PC12303.1	Carrying or placing explosive on common carrier
PC12303.2	Possession of destructive devices/explosives in public places.
PC12303.3	Possession of exploding or destructive device or explosive with intent to injure
PC12308	Explosion of destructive device with intent to commit murder
PC12309	Unlawful explosion causing bodily injury
PC12310	Explosive device which causes mayhem.
PC12312	Possession of materials with intent to make destructive device or explosive.
PC12355 ALL	Booby-trap causing GBI
VC2800.1	Evading a Peace Officer
VC 2800.2	Evading a Peace Officer Reckless Driving

COUNTY OF LOS ANGELES PROBATION DEPARTMENT
COMMUNITY BASED ALTERNATIVES TO CUSTODY (CBAC)
LIST OF EXCLUDED CHARGES – 2015

CHARGE	DESCRIPTION	Post Incarceration Consideration
136PC	Preventing /dissuade a witness from testimony	3
148.10(A)PC	Resisting a Peace Officer resulting in Death / serious Injury to Peace Officer	never
166 PC	Criminal contempt with gang injunction/domestic violence	never
186.22(A)PC	Crime of active gang member	never
186.22(B)(1)PC	Enhancement crime to benefit street gang	never
187PC	Murder	never
191.5PC	Gross vehicular manslaughter	never
192PC	Manslaughter	never
203PC	Mayhem	never
205PC	Aggravated mayhem	never
207PC	Kidnapping	never
209PC	Kidnapping with rape, robbery, ransom, or extortion	never
209.5PC	Kidnapping during a carjacking	never
211PC	Robbery	5
212PC	Robbery (home invasion)	never
215PC	Carjacking	10
220PC	Assault with intent to commit rape	never
236PC	False imprisonment	5
243(B)PC	Battery on Police Officer	3
243(C)PC	Battery on Peace Officer/emergency personnel	never
243.4PC	Sexual battery	5
245(A)(2)PC	Assault with firearm	never
245(B)PC	Assault with semi-auto firearm	never
245(C)PC	Assault on Peace Officer firearm	never
246PC	Shoot at occupied dwelling	never
246.3PC	Discharge firearm /cause Injury - Death	never
261PC	Rape	never
269 PC (All subs)	Aggravated sexual assault on a child	never
273(A)PC	Willful cruelty to child	never
286PC	Sodomy	never
288PC (All subs)	Lewd or lascivious acts with a child under 14	never
289PC	Forcible penetration by foreign object	never
290PC	Registration of sex offenders	never
311PC	Child pornography	never
314PC	Lewd or obscene conduct / indecent exposure	10
368PC	Cruelty to an adult dependent	never
405PC	Riot (County Jail only)	5
417PC	Firearms	3
422PC	Criminal threats	10
450.1PC	Battery by prisoner	never
451PC	Arson	never
487 (D), (D)(2) PC	Grand theft of a firearm	never
626.9PC	Gun at school	10
646.9PC	Stalking	never
647.6PC	Annoying or molesting a child under 18	never
1370PC / 2684 PC	Mentally incompetent/Criminally insane	never
2800.1(A)VC	Evading arrest	5
2800.2(A)VC	Evading Peace Officer, disregard safety	10
3000.08 PC	Parole warrant - revoke parole supervision	never

COUNTY OF LOS ANGELES PROBATION DEPARTMENT
COMMUNITY BASED ALTERNATIVES TO CUSTODY (CBAC)
LIST OF EXCLUDED CHARGES – 2015

CHARGE	DESCRIPTION	Post Incarceration Consideration
3056PC	Parole violation	3
3454 (B)/3455 PC	Flash incarceration (current arrest)	never
4024.2(C)PC	Work Release failure	5
4532PC	Escape	never
20001(A)VC	Hit and run causing GBI or Death	never
DOMESTIC VIOLENCE		
243(E)(1)PC	Non-cohabitating domestic violence/qualifies for Work Release if not current case	*
	*If current case - may qualify for EMP with DV review by LACO Probation personnel	*
243(f)(10) PC	Domestic violence dating relationship/qualifies for WRP if not current case	*
	*If current case - may qualify for EMP with DV review by LACO Probation personnel	*
273(D)PC	Corporal injury to child	never
273.5(A)PC	Corporal injury of spouse/cohabit - May qualify EMP with DV review by LACO Prob	**
	**If not current case, no case in 12 months approved for WRP	
273.6PC	Violation of court order to prevent domestic violence/EMP w/DV review LACO Prob	**
	**If not current case, no case in 12 months approved for WRP	
DISQUALIFYING WEAPONS CHARGES		
23152(a)&(b) VC	DUI Misd qualifies for WRP/three convictions in three yrs requires EMP w/BAT	conditional
23153(A) VC	Felony DUI with injury	never
23153(f) VC	DUI causing bodily injury to person other than driver	never
23175 VC	DUI with priors felony - 3+ convictions in 3yrs (high risk review by CBAC Suprvr)	conditional
DISQUALIFYING WEAPONS CHARGES		
11370.1A HS	Possession of a controlled substance while armed W/loaded firearm	never
12020(A) PC	Unlawful carrying or possession of weapons (*known gang members only)	never
12021PC (all subs)	Possess firearm	never
12022.1 PC	Commit crime while on Bail or O.R.	never
12022.53 PC	Use of a firearm in the commission of specified felonies (sentence enhancement)	never
12022.9/.95 PC	Felony against a pregnant victim/child death	never
12023 PC	Carry a loaded firearm intent to commit assault	never
12024 PC	Deadly weapon intent assault	never
12025 PC (all subs)	Carry a concealed weapon	never
12028.5 PC	Weapons at the scene of domestic violence	never
12031 PC (all subs)	Carry loaded firearm in vehicle /public place /public street	never
12040 PC	Criminal possession of firearm while wearing a mask	never
12070 PC	Illegal sale of firearms	never
12280 PC	Possession of assault weapon	never
12303 PC (all subs)	Possession of destructive device	never
12308 PC	Use of destructive device with intent to commit murder	never
12309 PC	Use destructive device causing GBI/Death	never
12310 PC	Use destructive device causing Death	never
12312 PC	Possession of materials w/intent to make a destructive device	never
12316 PC	Gang injunction - possession of ammunition	never
12355(a)&(b) PC	Bobby trap assembly/possession with intent	never
12590 PC (all subs)	Picketing with firearm	never
25850(A)&(C) PC	Carry a loaded firearm	never
NEW WEAPONS LAWS		
17500 PC	Deadly weapon intent to assault	never
17510(a) PC	Carry a concealed /loaded firearm while picketing	never
18250 PC	Weapons at scene of domestic violence	never
18710/20 PC	Possession of assault weapon/materials to make destructive device	never
18715/25 PC	Placing a destructive device/transport a destructive device	never
18740/45 PC	Use of destructive device	never

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT
COMMUNITY BASED ALTERNATIVES TO CUSTODY (CBAC)
LIST OF EXCLUDED CHARGES – 2015**

CHARGE	DESCRIPTION	Post Incarceration Consideration
18750/55 PC	Use of destructive device causing GBI/Death	never
19100 PC	Carry concealed explosive	never
20110 PC	Bobby trap assembly/possession with intent to commit assault	never
23920 PC	Possession of an altered firearm	never
25300 PC	Criminal possession of firearm while wearing a mask	never
25400 PC (all subs)	Carry a concealed weapon	never
25800 (A) PC	Use of a firearm in the commission of a felony	never
25850 PC (all subs)	Carry loaded firearm /vehicle/ public place or on public street	never
26350 PC (all subs)	Openly carry unloaded gun on person/veh/public place (*discretionary review)	*
26500 PC	Illegal sale of firearm	never
27235 PC	Concealed firearm	never
29800 (b) PC	Possess firearm adult court conviction while minor	never
29815(a) PC	Possession of firearm/probation violation	never
29900 (a)&(b) PC	Possession firearm violent felon/adult conviction while minor	never
30305 PC	Possession ammunition by felon/gang member	never
30605 PC (all subs)	Possession of assault weapon	never
PRIOR CONVICTION ENHANCEMENTS		
667.5PC	Prior imprisonment in State Prison	never
667(A)(1)PC	Prior conviction of serious or violent felony	never
1170.12(A)-(D)PC	Prior conviction of serious or violent felony	never
11353HS	Furnish minor controlled substance for use/transport	never
11370.2HS	Prior conviction of narcotic sales or possession for sales	never

The inmate must:

- A. Be fully sentenced (status III)
- B. Be classified with a security level 7 or below
- C. Be free of self-admitted medical and psychological problems requiring prescription medication unless participating in a Community Treatment program and approved by the CBAC Placement Committee.

Note: The CBAC placement Committee consists of the Population Management Bureau (PMB) Captain, Community Based Alternatives to Custody (CBAC) Lieutenant, and the Community Transition Unit (CTU) Lieutenant.

The inmate shall not have:

- A. Any current or prior violent crimes except misdemeanor domestic violence
- B. Any current or prior sex crimes
- C. Any pending court dates
- D. Any holds or outstanding warrants of any kind
- E. Any extensive weapons violations/crimes committed with firearms
- F. An extensive RAP sheet
- G. Disciplinary problems
- H. No current restraining orders
- I. Committed any crime while in a custody facility (i.e.: 4573PC /4573.3Pc /4573.6PC)
- J. A court commitment excluding program participation

NOTE: ALL INMATES ARE SUBJECT TO DISCRETIONARY REVIEW BY SUPERVISORY STAFF



Application No.

County of Los Angeles Probation Department
Electronic Monitoring Program

ABSCOND NOTICE

NAME:

AGENCY / JUDGE:

INMATE/CASE NUMBER:

COURT:

OFFENSE:

DIV/DEPARTMENT:

ENROLLMENT DATE:

X NUMBER:

EXP. COMPLETION DATE:

AREA OFFICE:

COMPLETION DATE:

OFFICER / PO:

NO OF DAYS ORDERED:

Other EM Numbers

and Cases (if any):

- DEFENDANT FAILED TO RETURN HOME WITHIN HIS/HER APPROVED SCHEDULE
- DEFENDANT WHEREABOUTS ARE UNKNOWN AT THIS TIME

COMMENTS

Application No.

County of Los Angeles Probation Department
Electronic Monitoring Program

COMPLETION NOTICE

NAME:

AGENCY / JUDGE:

INMATE/CASE NUMBER:

COURT:

OFFENSE:

DIV/DEPARTMENT:

ENROLLMENT DATE:

X NUMBER:

EXP. COMPLETION DATE:

AREA OFFICE:

COMPLETION DATE:

OFFICER / PO:

NO OF DAYS ORDERED:

Other EM Numbers

and Cases (if any):

- ALL PROGRAM FEES HAVE BEEN PAID IN FULL
- REQUIRED DRUG/ALCOHOL TESTING COMPLETED
- COMMUNITY SERVICES HOURS WERE COMPLETED

COMMENTS

Application No.

**County of Los Angeles Probation Department
Electronic Monitoring Program**

ENROLLMENT NOTICE

NAME:

AGENCY / JUDGE:

INMATE/CASE NUMBER:

COURT:

OFFENSE:

DIV/DEPARTMENT:

ENROLLMENT DATE:

X NUMBER:

EXP. COMPLETION DATE:

AREA OFFICE:

COMPLETION DATE:

OFFICER / PO:

NO OF DAYS ORDERED:

Other EM Numbers

and Cases (if any):

- DEFENDANT WAS FOUND SUITABLE FOR ELECTRONIC MONITORING
- DEFENDANT WILL UNDERGO BREATH ALCOHOL TESTING
- DEFENDANT WILL UNDERGO DRUG TESTING

COMMENTS

Application No.

**County of Los Angeles Probation Department
Electronic Monitoring Program**

FAILED TO ENROLL

NAME:

AGENCY / JUDGE:

INMATE/CASE NUMBER:

COURT:

OFFENSE:

DIV/DEPARTMENT:

ENROLLMENT DATE:

X NUMBER:

EXP. COMPLETION DATE:

AREA OFFICE:

COMPLETION DATE:

OFFICER / PO:

NO OF MONTHS ORDERED:

Other EM Numbers:

NO OF DAYS ORDERED:

and Cases (if any):

DEFENDANT FAILED TO:

- KEEP HIS / HER SCHEDULED APPOINTMENT
- PAY REQUESTED ENROLLMENT FEES
- CONTACT CONTRACTOR MONITORING
- ENROLL BY COURT ORDERED DATE

COMMENTS

Reference Numbers Called:

Application No.

**County of Los Angeles Probation Department
Electronic Monitoring Program**

NON-COMPLIANCE REPORT

NAME:

AGENCY / JUDGE:

INMATE/CASE NUMBER:

COURT:

OFFENSE:

DIV/DEPARTMENT:

ENROLLMENT DATE:

X NUMBER:

EXP. COMPLETION DATE:

AREA OFFICE:

COMPLETION DATE:

OFFICER / PO:

NO OF DAYS ORDERED:

Other EM Numbers

This NCR issue resolved

and Cases (if any):

COMMENTS

Application No.

**County of Los Angeles Probation Department
Electronic Monitoring Program**

STATUS REPORT

NAME:

AGENCY / JUDGE:

INMATE/CASE NUMBER:

COURT:

OFFENSE:

DIV/DEPARTMENT:

ENROLLMENT DATE:

X NUMBER:

EXP. COMPLETION DATE:

AREA OFFICE:

COMPLETION DATE:

OFFICER / PO:

NO OF DAYS ORDERED:

Other EM Numbers

COMMENTS:

and Cases (if any):

Application No.

**County of Los Angeles Probation Department
Electronic Monitoring Program**

TERMINATION NOTICE

NAME:

AGENCY / JUDGE:

INMATE/CASE NUMBER:

COURT:

OFFENSE:

DIV/DEPARTMENT:

ENROLLMENT DATE:

X NUMBER:

EXP. COMPLETION DATE:

AREA OFFICE:

COMPLETION DATE:

OFFICER / PO:

NO OF DAYS ORDERED:

Other EM Numbers

and Cases (if any):

CLIENT WAS TERMINATED:

- DUE TO FAILURE TO PAY AGREED UPON FEES
- AS ORDERED BY THE COURT
- AS ORDERED BY THE OFFICER / PO

EFFECTIVE (DATE / TIME): 08/04/2011

COMMENTS

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT
ELECTRONIC MONITORING PROGRAM
PARTICIPANT CONTRACT**

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

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

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

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

PROGRAM COMPLIANCE

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

- A. Failure to follow program rules and/or regulations (including providing all required documentation).*
- B. Failure to pay agreed upon program fees.*
- C. Failure of the equipment to perform for any reason which results in the inability to monitor you effectively.*
- D. Any negative behavior resulting in the Court or Probation Officer’s belief that you may not complete the program successfully.*

Client Initials _____

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

A Non Compliance Report will be sent to the Court and/or Probation Officer for any program

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT
ELECTRONIC MONITORING PROGRAM
PARTICIPANT CONTRACT**

violation, including but not limited to:

1. Leaving the range of your monitoring equipment when you are scheduled to be at home.
2. Returning home later than your schedule allows.
3. Leaving home earlier than your schedule allows.
4. Missing scheduled appointments with your case manager.
5. Failing to provide acceptable verification of work and other Court/Probation authorized activities.
6. Failing to pay program fees.
7. Failing to answer all telephone calls when present at your residence.
8. Failing to maintain electrical power either by unplugging the equipment or neglecting to pay the electricity bill.
9. Failing to maintain telephone/cellular service for any reason.
10. Failing to remove custom features from your telephone line, such as call waiting, call forwarding, answering machine voicemail, etc...
11. Refusing to perform alcohol or drug tests as required by the Court/Probation or testing positive for either alcohol or drugs.
12. If Breath Alcohol Testing (BAT) equipment is installed, failing to blow into the unit and transmit a picture when instructed by the monitoring center.
13. Failing to comply with any additional conditions set by the Court or the Probation Officer.
14. Tampering with or attempting to remove the ankle transmitter.
15. Tampering with or damaging any part of the electronic monitoring equipment.
16. Using alcohol or illegal drugs while on the program.
17. Possession of any weapons while on the program.

Client Initials _____

PROGRAM EQUIPMENT

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

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT
ELECTRONIC MONITORING PROGRAM
PARTICIPANT CONTRACT**

Home Monitoring Unit.....	\$850.00
Home Monitoring Unit – Cellular.....	\$1,050.00
RF Ankle Transmitter	\$525.00
UniTrak GPS Device	\$850.00
MEMS 3000/BAT	\$1,200.00
MEMS 3000/BAT – Cellular	\$1,600.00
BA/RT – Portable BAT	\$750.00
SCRAMx – Transdermal Alcohol Testing	\$1,400.00
SCRAMx – Cellular Modem – Transdermal Alcohol Testing	\$500.00
Charger	\$35.00
Ankle Strap	\$20.00

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

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

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

This unit does not have audio recording capabilities and will not monitor your phone conversations. If you unplug either the power cord or the phone line, a Non-Compliance Report will be sent to the Court/Probation Dept. Upon program completion you must return all monitoring equipment to the Contractor’s office.

Client Initials _____

PROGRAM SCHEDULES

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

In the event of a medical emergency, it is your responsibility to notify your Case Manager of the

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT
ELECTRONIC MONITORING PROGRAM
PARTICIPANT CONTRACT**

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

DRIVING PRIVILEGES

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

CLIENT GRIEVANCE PROCEDURE

If you have any questions about your treatment while on the program, you may appeal in writing to the Branch Manager. If no solution is reached at this level, you may submit your grievance to the Contractor's Offender Services, Project Director. Any further complaints must be submitted in writing to the Los Angeles County Probation Department Program Manager, Edwin H. Monteagudo, 3530 Wilshire Boulevard, Suite 501, Los Angeles, CA 90010.

Client Initials _____

PROGRAM FEES

*Program participants are responsible for payments of their program fees in advance on a bi-weekly basis. Participants must provide proof of household and/or personal income on which program fees are based. All payments must be made in the form of a credit card, certified check, or money order payable to **Contractor's Offender Services**. You will be required to pay a non-refundable processing fee of \$57.00. **REFUSAL TO PAY PROGRAM FEES MAY RESULT IN TERMINATION FROM THE ELECTRONIC MONITORING PROGRAM.***

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

If you are terminated from the program or you decide to complete your sentence in custody, you will forfeit all rights to any program fees, including those paid in advance. If the Court

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT
ELECTRONIC MONITORING PROGRAM
PARTICIPANT CONTRACT**

completes you early for good behavior, all pre-paid program fees will be refunded to you.

PARTICIPANT FEES

- **An enrollment fee of \$57.00;**
- **A change of address fee of \$30.00;**
- **A minimum fee for twenty (20) days based on participant's ability to pay after fee assessment process, if sentence is for less than twenty (20) days;**
- **An equipment repair or replacement fee for damaged or lost equipment caused by program participants. Participants shall not be charged more than the actual repair or replacement cost as determined by invoice or manufacturer's price list furnished to County by Contractor;**
- **A residential based breath alcohol testing device fee of \$3.00 per day if ordered in conjunction with electronic monitoring; \$6.00 per day if only breath alcohol testing is ordered. An additional daily cell fee of \$1.00 for a cellular enabled unit.**

FEE REDUCTION/INCREASE PROCEDURE

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

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

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

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

Note: In the event that the participant fails to provide any financial information at the time of enrollment, a Minimum Daily Fee of \$13.00 is assessed. Upon receiving the required financial income documentation from the participant, the daily fee is immediately re-assessed and adjusted as needed.

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT
ELECTRONIC MONITORING PROGRAM
PARTICIPANT CONTRACT**

FEE AGREEMENT

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

*Client Initials*_____

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT
ELECTRONIC MONITORING PROGRAM
PARTICIPANT CONTRACT**

I agree to pay program fees at the rate of \$_____ for the first two weeks, and \$_____ every two weeks until all program fees are paid in full. For sentences of 20 days or less, I understand that I will be charged a minimum fee amounting to the assessed daily rate times 20 days, plus the \$57 program enrollment fee. I understand that the Court or Sheriff's Dept. will be notified if I fail to pay. In addition, five days after written notification of my failure to pay, I may be terminated from the program for refusal to pay fees as agreed.

CLIENT AGREEMENT

- 1. I agree not to bring my children or any children into the Contractor's office during my visits with my case manager.*
- 2. I agree to admit any person or agent designated by the correctional administrator into my residence at any time for purposes of verifying my compliance with conditions of home detention.*
- 3. I agree to remain within the interior premises of my residence at all times, except for the days I work, or to keep appointments for which I have received permission in advance. Any changes in employment schedule, scheduled activities, or requests for appointments will require 24 hours in advance notice to Contractor's staff. All schedule changes must be requested during the hours of 10:00am and 4:00pm. Monday through Friday.*
- 4. I agree to the use of electronic monitoring or supervising devices for the purpose of helping to verify my compliance with the rules and regulations of the home detention program. The devices shall not be used to eavesdrop or record any conversation, except a conversation between me and the person supervising me, which is to be used solely for the purpose of voice identification.*
- 5. I agree that the Correctional Administrator/Probation Officer may, without further order of the court, immediately retake me into custody to serve the balance of my sentence for any of the following reasons: A) Electronic monitoring or supervising devices are unable for any reason to perform their function at my designated place of home detention. B) If I willfully fail to pay fees to the provider of electronic home detention services. C) If I for any reason no longer meet the established criteria for program participation. D) If I give the Court or Probation Dept. reason to believe that I would not complete the program successfully.*
- 6. I understand that it will be necessary for monitoring devices to be installed on my telephone. I agree to maintain telephone services to my designated place of home detention while on the program. I understand that cordless telephones, call waiting, call forwarding and answering machines on the line being used for monitoring are prohibited while I am on the program and I agree to comply with this regulation.*
- 7. I agree to respond to all telephone calls generated from the Electronic Monitoring*

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT
ELECTRONIC MONITORING PROGRAM
PARTICIPANT CONTRACT**

- Program staff and monitoring equipment when I am at home regardless of the time of day or night. Failure to respond to phone calls will result in a Non-Compliance Report.*
8. *I agree to maintain service to my designated place of home detention while on the program. I understand that generators or battery-powered devices are not acceptable and I agree to comply with this condition.*
 9. *I agree to pay the monitoring company for the duration of the time I am on the program.*
 10. *The amount will be set by the monitoring company based on their assessment of my financial ability to pay.*
 11. *I agree to attend regularly scheduled office meetings, at which time I will provide verification of outside activities and pay program fees.*
 12. *I understand that the consumption of alcohol in any form, or the consumption of possession of any drugs not prescribed by a medical doctor is prohibited. I agree to comply with this condition. I understand that I may be required to submit to drug/alcohol testing for the duration of EMP. I agree to pay the costs up to \$150.00 per test.*
 13. *I agree that I will not violate any laws while on the electronic monitoring program.*
 14. *I agree to have all firearms that are in my designated place of home detention removed prior to my participation in the program*
 15. *I agree to submit my person, property, place of residence and /or personal effects to search at any time, with or without a warrant, and with or without probable cause.*
 16. *I understand that if I am returned to custody for any reason, I will not receive any accelerated release credits and may be subjected to additional loss of good/work time.*

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT
ELECTRONIC MONITORING PROGRAM
PARTICIPANT CONTRACT**

- 17. *I understand that if I willfully fail to return to my place of home detention later than the period for which I am authorized to be away, or if I make unauthorized departures, I could be prosecuted for escape under Penal Code section 4532, which can carry a sentence of up to six consecutive years in State Prison.*
- 18. *I understand that if I willfully fail this program, I may be excluded from consideration for any other Community Based Alternatives to Custody Program.*

Client Initials _____

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

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

Participant Name (Print)

Date

Participant Signature

Date

Case Manager Name

Date

Case Manager Signature

Date

FINANCIAL WORKSHEET

To accurately assess the daily fee, Contractor requires that _____ provide supporting documentation for each one of the statements in the worksheet. If you are receiving government aid, a grant letter must be presented to your case worker. The grant letter must stipulate how much cash aid you are receiving abstracting food stamps.

Embellishing financial statements is unacceptable. If by such given date _____ a target rate will be applied until income verification is received. Additional fees might apply based on monitoring equipment. You are responsible for notifying your Case Manager immediately, if any financial changes occur while you are on Electronic Monitoring.

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

INCOME INFORMATION

Income Before Deduction \$ _____
 Unemployment Insurance \$ _____
 Government Aid \$ _____
 Spouse/Cohabitant Income \$ _____
 Pension \$ _____
 Other Income/Family \$ _____
Total Income \$ _____

EXPENSES INFORMATION

Rent/House Payment \$ _____
 Phone Bill \$ _____
 Electricity \$ _____
 Gas \$ _____
 Restitution \$ _____
 Alimony/Child Support \$ _____
Total Expenses \$ _____

If you own real estate, stocks or bonds, please indicate current value \$ _____
 Please list the year your real estate was purchased Year _____
 Monthly Investment Income \$ _____

Bank Account Information:

Bank _____ Savings Amount \$ _____
 Bank _____ Checking Amount \$ _____

With whom do you live (name and relationship) _____

How are you financially being supported _____

Name of Employer _____

Address _____ Phone _____

If not employed, please indicate reason _____

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

Client's name (please print) _____ Date _____

Client's Signature _____ Date _____

Case Manager's Signature _____ Date _____

---Office Use Only---

Initial Set Fee \$ _____

Additional Cost:

ACU Cell \$ _____
 Default Rate \$ _____
 SCRAM \$ _____

Verification of Income Provided YES or NO

If yes, type of verification _____ Recv'd by _____ Date _____

COUNTY OF LOS ANGELES PROBATION DEPARTMENT ELECTRONIC MONITORING PROGRAM SLIDING SCALE				
MONTHLY WAGE		DAILY CHARGES	DAILY CHARGES	DAILY CHARGES
FROM	TO	RF	RF CELL	GPS
\$0.00	\$240.00	\$0.00	\$0.00	\$5.00
\$241.00	\$400.00	\$0.00	\$0.00	\$5.00
\$401.00	\$560.00	\$0.00	\$0.00	\$5.00
\$561.00	\$720.00	\$3.00	\$3.80	\$6.00
\$721.00	\$880.00	\$4.00	\$4.80	\$7.00
\$881.00	\$1,040.00	\$5.00	\$5.80	\$8.00
\$1,041.00	\$1,200.00	\$6.00	\$6.80	\$9.00
\$1,201.00	\$1,360.00	\$7.00	\$7.80	\$10.00
\$1,361.00	\$1,520.00	\$8.00	\$8.80	\$11.00
\$1,521.00	\$1,680.00	\$9.00	\$9.80	\$12.00
\$1,681.00	\$1,840.00	\$10.00	\$10.80	\$13.00
\$1,841.00	\$2,000.00	\$11.00	\$11.80	\$14.00
\$2,001.00	\$2,160.00	\$12.00	\$12.80	\$15.00
\$2,161.00	\$2,320.00	\$13.00	\$13.80	\$16.00
\$2,321.00	\$2,480.00	\$14.00	\$14.80	\$17.00
\$2,481.00	\$2,640.00	\$15.00	\$15.80	\$18.00
\$2,641.00	\$2,800.00	\$16.00	\$16.80	\$19.00
\$2,801.00	\$2,960.00	\$17.00	\$17.80	\$20.00
\$2,961.00	\$3,120.00	\$18.00	\$18.80	\$21.00
\$3,121.00	\$3,280.00	\$19.00	\$19.80	\$22.00
\$3,281.00	\$3,440.00	\$20.00	\$20.80	\$23.00
\$3,441.00	\$3,600.00	\$21.00	\$21.80	\$24.00
\$3,601.00	\$3,760.00	\$22.00	\$22.80	\$25.00
\$3,761.00	\$3,920.00	\$23.00	\$23.80	\$25.00
\$3,921.00	\$4,080.00	\$24.00	\$24.80	\$25.00
\$4,081.00	\$4,240.00	\$25.00	\$25.80	\$25.00
\$4,241.00	\$4,400.00	\$25.00	\$25.80	\$25.00
\$4,401.00	-	\$25.00	\$25.80	\$25.00

ITEMS ON SLIDING SCALE

- **Radio Frequency Electronic Monitoring:** Ankle transmitter and home monitoring unit.
- **Radio Frequency Electronic Monitoring – Cellular Version:** Ankle transmitter and cellular-enabled home monitoring unit. (Used when the offender does not have residential telephone service for the home monitoring unit to be connected.)
- **GPS Tracking - Passive:** Passive GPS tracking that provides historical location tracking information.
- **GPS Tracking – Active:** Active, near real time offender tracking. Pricing explained in note below.

NOTE: The daily charge rate for Active GPS tracking services is an additional \$1.90 per day (daily charge rate for GPS as shown in sliding scale above + \$1.90 = daily charge rate for Active GPS).

ALCOHOL AND DRUG TESTING OPTIONS

- **Breath Alcohol Testing: MEMS 3000** daily rate = \$3.00 as mandated by Los Angeles County/Additional \$1.00 for Cellular units
- **Breath Alcohol Testing: MEMS 3000 Only (No RF or GPS)** daily rate = \$6.00 as mandated by Los Angeles County/Additional \$1.00 for Cellular units
- **Drug Testing via Five (5) Panel Test Kit** = \$40.00 per test. Traditional five substance test kit.
- **Drug Testing via Twelve (12) Panel Test Kit** = \$80.00 per test. Expanded to include a wider array of substances.
- **Drug Testing via Hair Follicle Test Kit** = \$150.00 per test. Used to test for prolonged exposure to substance use.

OPTIONAL ALCOHOL MONITORING SOLUTIONS

- **BA/RT Breath Alcohol Testing with location identification** daily rate = \$7.00 minimum fee per day
- **SCRAMx Transdermal Alcohol Monitoring** daily rate = \$15.00 minimum fee per day, for sentences less than 30 days; \$12.00 fee per day for sentences longer than 30 days. SCRAMx device available with a cellular enabled home unit for an additional fee of \$2.00 per day, regardless of sentence length.

APPENDIX C

SAMPLE RFP CONTRACT



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

TO PROVIDE

COMPREHENSIVE ELECTRONIC MONITORING SERVICES

**SAMPLE CONTRACT PROVISIONS
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STANDARD EXHIBITS

(NOT ATTACHED - TO BE INCLUDED IN FINAL CONTRACT)

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B PRICING SHEET

C IMPLEMENTATION SERVICES

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E COUNTY’S ADMINISTRATION

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SAMPLE CONTRACT
CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND

(CONTRACTOR)

TO PROVIDE

COMPREHENSIVE ELECTRONIC MONITORING SERVICES

This Contract and Exhibits made and entered into this ___ day of _____, ___ by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as Contractor. _____ is located at _____.

RECITALS

WHEREAS, the County of Los Angeles Probation Department has a need for the services of Contractor to provide comprehensive electronic monitoring services;

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

WHEREAS, the County of Los Angeles through its Probation Officer, is authorized under California Penal Code Section 1203.14 and otherwise to engage in activities designed to monitor persons placed on probation and to prevent juvenile and adult delinquency such as contemplated by this Contract; 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, C, D, E, F, G, G1, G2, G3, H, I, P, Q, Q1, R, S, T, U, V, and W are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or

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

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work (SOW)
- 1.2 EXHIBIT B - Pricing Sheet
- 1.3 EXHIBIT C - Implementation Services
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Employee's Acknowledgment of Employer
- EXHIBIT G1 - Contractor Acknowledgment and Confidentiality Agreement
- EXHIBIT G2 - Contractor Employee Acknowledgment and Confidentiality Agreement
- EXHIBIT G3 - Contractor Non-Employee Acknowledgment and Confidentiality Agreement
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Intentionally Omitted
- 1.11 EXHIBIT K - Intentionally Omitted
- 1.12 EXHIBIT L - Intentionally Omitted
- 1.13 EXHIBIT M - Intentionally Omitted
- 1.14 EXHIBIT N - Intentionally Omitted
- 1.15 EXHIBIT O - Intentionally Omitted
- 1.16 EXHIBIT P - Background Forms
- 1.17 EXHIBIT Q - Sexual Harassment Policy
- EXHIBIT Q1 - Sexual Harassment/Discrimination/Retaliation Prohibited Form
- 1.18 EXHIBIT R - Defaulted Property Tax Reduction Program/Form
- 1.19 EXHIBIT S - Contract Discrepancy Report
- 1.20 EXHIBIT T - Confidentiality of CORI Information
- 1.21 EXHIBIT U - Performance Requirements Summary (PRS Chart)
- 1.22 EXHIBIT V - Equipment Requirements
- 1.23 EXHIBIT W - EMP Operational Procedures Manual

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

2.0 DEFINITIONS

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

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

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibits A (Statement of Work) and C (Implementation Services).
- 3.2 If 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 Contractor, and Contractor shall have no claim whatsoever against County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence following Board of Supervisors approval and will continue for a period of one (1) year, unless terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of Contractor, by mutual written agreement, for up to six (6) additional twelve (12) month periods for a maximum total Contract term of seven (7) years.
- 4.2 Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of Contractor. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

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

- 4.3 Contractor shall notify the County of Los Angeles Probation Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County of Los Angeles Probation Department at the address herein provided in Exhibit E (County's Administration).

5.0 CONTRACT SUM AND PAYMENTS

5.1 GLOBAL POSITIONING SYSTEM MONITORING PROGRAM AND JUVENILE ELECTRONIC MONITORING PROGRAM CONTRACT SUM

- 5.1.1 The contract fee under the terms of this contract shall be the total monetary amount payable by County to Contractor for supplying all Global Positioning System Monitoring Program (GPSMP) and Juvenile Electronic Monitoring Program (JEMP) services specified under this contract consistent with the cost listed in Exhibit B (Pricing Sheet). The total annual Contract sum, inclusive of all applicable taxes, is estimated at \$_____. Notwithstanding said limitation of funds, Contractor agrees to satisfactorily perform and complete all work specified herein.
- 5.2.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to

performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written approval.

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

5.2.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

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

5.2.5 **INVOICES AND PAYMENTS**

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

5.1.5.2 Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

- 5.1.5.3 Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.1.5.4 Contractor shall submit the monthly invoices to County by the 10th calendar day of the month following the month of service.
- 5.1.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

**Director
Comprehensive Electronic Monitoring Services
County of Los Angeles Probation Department
9150 East Imperial Highway
Downey, California 90242**

- 5.1.5.6 **County Approval of Invoices.** All invoices submitted by Contractor for payment must have the written approval of County's Program Manager prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipts of properly prepared invoices by County.

5.2 ADULT ELECTRONIC MONITORING PROGRAM CONTRACT PAYMENTS

- 5.2.1 The Contract payments under the terms of this Contract will be the total monetary amount payable by Contractor to County for Adult Electronic Monitoring Program (Adult EMP) administrative services.
- 5.2.2 Contractor shall compensate County a non-refundable fee for all suitable and unsuitable assessments completed by County. Criteria for suitable, unsuitable and ineligible assessments are set forth in Section 2.3.9, Referral and Assessment Process of Exhibit A (Statement of Work).

The fee schedule for completed assessments is as follows:

- 5.2.2.1 Contractor shall compensate County in the amount of fifty-seven dollars (\$57.00) for each suitable assessment that results in placement on Adult EMP.

5.2.2.2 Contractor shall compensate County in the amount of twenty-eight dollars and fifty cents (\$28.50) for each suitable assessment which does not result in placement on Adult EMP.

5.2.2.3 Contractor shall compensate County in the amount of twenty eight dollars and fifty cents (\$28.50) for all unsuitable assessments.

Contractor shall not be charged a fee for any ineligible assessments. County reserves the right to review and adjust the fee amount on an annual basis prior to Contract renewal.

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

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

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

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

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

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

6.1 COUNTY'S CONTRACT MANAGER

The responsibilities of County's Contract Manager include:

- Ensuring that the objectives of this Contract are met; and

- Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 COUNTY'S PROGRAM MANAGER

The responsibilities of County's Program Manager include:

- Meeting with Contractor's Project Director on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

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

6.3 COUNTY'S CONTRACT MONITOR

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR'S STAFF

7.1.1 Contractor shall have a Project Director pursuant to Subparagraph 6.2 (Contract Project Director) of Exhibit A (Statement of Work).

7.1.2 Contractor shall be responsible for providing competent staff pursuant to Subparagraph 6.3 (Contractor Personnel) of Exhibit A (Statement of Work).

7.2 APPROVAL OF CONTRACTOR'S STAFF

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

7.3 CONTRACTOR STAFF IDENTIFICATION

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

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

Background and security investigations of Contractor's staff are required as a condition of beginning and continuing work under this Contract. The cost of background checks is the responsibility of Contractor. Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 7.4.1 through 7.4.6 of this Contract. On at least a quarterly basis, Contractor shall report, in writing, monitoring results to County, indicating compliance or problem areas. Elements of the monitoring report shall receive prior written approval from County.

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

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

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

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

7.4.5 Contractor or Subcontractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to County.

7.4.6 Because County is charged by the State for checking the criminal records of Contractor's or Subcontractor's employees, County will bill Contractor to recover these expenses. The current amount is

thirty-two dollars (\$32.00) per record check, which is subject to change by the State.

7.5 CONFIDENTIALITY

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

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, and policies and procedures relating to confidentiality, including without limitation, County policies concerning information technology security and the protection of confidential records and information.

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

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

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

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

7.5.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County

with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.4 Confidentiality of Adult and Juvenile Records

By state law (California Welfare and Institutions Code 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 Contractor is confidential and no such information shall be disclosed except those authorized employees of the County of Los Angeles Probation Department and law enforcement agencies.

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

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by Contractor and by the Chief Probation Officer or his/her designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by Contractor and by the Chief Probation Officer or his/her designee.

8.1.3 The Chief Probation Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 4.0 (Term of Contract). Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by Contractor and by the Chief Probation Officer or his/her designee.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, at its sole discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition shall be an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, without County's express prior written approval, shall be a material breach of the Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

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

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

8.5.3 If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days for County's approval.

8.5.4 If Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.

8.5.5 Contractor shall preliminarily investigate all complaints and notify County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC sections 2000(e)(1) through 2000(e)(17),

to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with Exhibit D (Contractor's EEO Certification).

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

8.8.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from 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 Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 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 County or
2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the agreement.

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

8.8.2.4 Contractor's violation of this Subparagraph 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 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 County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or

have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

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

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

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the Los Angeles County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of the time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
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 Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (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, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented.

This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

8.14.2 As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance

and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC section 653a) and California Unemployment Insurance Code section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor's deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 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. Contractor

shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received by communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of original versions of such documents with original signatures.

8.19 FAIR LABOR STANDARDS

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

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other

than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party. Such events are referred to in this Subparagraph as "force majeure events."

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

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

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

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

8.22.2 Contractor shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to this Contract. County shall have no liability or responsibility for the payment of any salaries, wages,

unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

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

8.22.4 As previously instructed in Paragraph 7.5 (Confidentiality). Contractor shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit G2 (Contractor Employee Acknowledgment and Confidentiality Agreement). Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit G3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement). Contractor shall retain the original forms and forward copies to County's Contract Manager within five (5) days of the start of employment.

8.23 INDEMNIFICATION

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

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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

8.24.1 Evidence of Coverage and Notice to County

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

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

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

- Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

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

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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

8.24.7 Waivers of Subrogation

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

8.24.8 Subcontractor Insurance Coverage Requirements

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

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 County Review and Approval of Insurance Requirements

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

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 shall cover liability arising out of Contractor's use of automobiles pursuant to this Contract, including owned, leased, hired, and/or non-owned automobiles, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Unique Insurance Coverage**

- **Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than one hundred thousand dollars (\$100,000) per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.25.5 Property Coverage Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.25.6 Sexual Misconduct Liability insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.7 Technology Errors & Omissions insurance coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis (2) systems programming (3) data processing (4) systems integration (5) outsourcing including outsourcing development and design (6) systems design, consulting, development and modification (7) training services relating to computer software or hardware (8)

management, repair and maintenance of computer products, networks and systems (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits not less than \$10 million. Additional descriptions should be added if the services provided fall outside the above description.

8.25.8 Privacy and Network Security (Cyber) Liability insurance, which includes coverage for Contractor's liability arising from a security incident as it relates to this Agreement, with limits of not less than \$15 million aggregate for each occurrence. For the purposes of this Sub-paragraph, the term "security incident" means (1) privacy breaches, (2) system breaches, (3) denial or loss of service, (4) introduction, implantation, or spread of malicious software code, (5) unauthorized access to or use of computer systems with limits. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Chief Probation Officer, or his/her designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from 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 Contractor from County will be forwarded to Contractor by the Chief Probation Officer, or his/her designee, in a written notice describing the reasons for said action.

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

- (a) Deduct from 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 Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in Exhibit U (Performance Requirements Summary Chart), hereunder, and that Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from County's payment to Contractor; and/or
- (c) Upon giving five (5) days' notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the work by an alternate source, whether it be County resources or separate private contractors, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

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

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

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion,

ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.

- 8.28.2 Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and state laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by County.
- 8.28.7 If County finds that any provisions of this Paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While 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

Contractor has violated federal or state anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

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

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.34 NOTICES

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

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect 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 County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records

including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 PUBLICITY

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

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

8.37.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that the County or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited

to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

found to violate the terms of this Contract or applicable County provisions.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, 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 Contractor **without the advance approval of County**. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract.

8.40.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by County.

8.40.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.

8.40.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.

8.40.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of County's right.

8.40.6 County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for their files.

8.40.7 Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

8.40.8 Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Before any Subcontractor employee performs any work hereunder, Contractor shall ensure delivery of all such documents to:

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default and pursue debarment of Contractor) pursuant to Los Angeles 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 County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise

directed by County, Contractor shall:

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

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

8.43 TERMINATION FOR DEFAULT

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

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

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

8.43.3 Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out

of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of 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 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 Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit 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 County has given notice of termination under the provisions of this Paragraph 8.43, it is determined by County that Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of County provided in this Paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by 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 Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.44.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report

shall be made either to County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.45 TERMINATION FOR INSOLVENCY

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

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

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

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code section 2.160.010 retained by Contractor, shall fully comply with the County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which 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, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

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

8.49 WAIVER

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

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 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 Contractor for the purpose of securing business.

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

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

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contracting are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206 as referenced in Exhibit R (Defaulted Property Tax Reduction Program/Form).

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206 as referenced in Exhibit R (Defaulted Property Tax Reduction Program/Form).

8.53 TIME OFF FOR VOTING

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 INTENTIONALLY OMITTED

9.2 INTENTIONALLY OMITTED

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.3.1 This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.3.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to County any difference between the contract amount and what County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.4.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract.
- 9.4.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all of Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.4.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.4.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.4.5 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under sub-paragraph 9.4.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.4.3 or for any disclosure

which County is required to make under any state or federal law or order of court.

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

9.5 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

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

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

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

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

9.6 INTENTIONALLY OMITTED

9.7 INTENTIONALLY OMITTED

9.8 DATA DESTRUCTION

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within County, or external to County's boundaries. County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.9 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.9.1 This Contract is subject to the provisions of County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.9.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

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

purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.

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

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

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

9.10 SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION TRAINING

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

9.10.2 Contractor shall provide County of Los Angeles Probation Department with a certification referenced in Exhibit Q1 (Sexual Harassment/ Discrimination/Retaliation Prohibited Form) noting that each individual employee has received the requisite training and has acknowledged in writing that he/she received the training and is familiar with the policies and reporting procedures. Such

confirmation documentation will be required from Contractor's staff before performing services under this Contract.

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

CONTRACTOR: (_____)
Name

By _____
Name

Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

PATRICK OGAWA
Acting Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Principal Deputy County Counsel

APPENDIX D

REQUIRED FORMS

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

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	State	Year Inc.
------	-------	-----------

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

3. If your firm is doing business under one or more DBA's please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

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

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Qualifications listed in Paragraph 3.0 (Minimum Mandatory Qualifications), of this Request for Proposal, as listed below.

Check the appropriate boxes:

- Yes No Section 3.1 Proposer must attend the Mandatory Proposers' Conference scheduled for **February 18, 2016, 1:00 p.m., PT.**

- Yes No Section 3.1 Proposer must submit a proposal by **March 25, 2016, 12:00 p.m., PT.**

- Yes No Section 3.3 Proposer must demonstrate that the agency has a minimum of three (3) years' experience within the last five (5) years providing services in the area of electronic monitoring, including GPS technology, for a population of five hundred (500) or more participants.

- Yes No Section 3.4 Proposer must have an administrative business office located within the United States. The address to the administrative business office must be included in Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) of Appendix D (Required Forms).

The address to the administrative business office must be listed here:

Address: _____
City: _____
Zip Code: _____

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

Proposer's Name: _____
Address: _____
E-mail address: _____
Telephone number: _____ Fax number: _____

On behalf of _____ (Proposer's name), I _____
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Title

Date

Internal Revenue Service
Employer Identification Number

California Business License Number

County WebVen Number

REQUIRED FORMS - EXHIBIT 2
PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

List three (3) References where the same or similar scope of services were provided in order to meet the Minimum Qualifications stated in this solicitation. All dates must be in **MM/DD/YYYY** format.

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

REQUIRED FORMS - EXHIBIT 3
PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

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

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

REQUIRED FORMS - EXHIBIT 4
PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

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

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

REQUIRED FORMS - EXHIBIT 5
CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

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

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

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

Proposer Name

Proposer Official Title

Official's Signature

REQUIRED FORMS - EXHIBIT 6

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

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

Signature: _____

Date: _____

REQUIRED FORMS - EXHIBIT 7

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

COUNTY VENDOR NUMBER: _____

- As a Local SBE, certified by the County of Los Angeles, Department of Consumer and Business Affairs, I request this proposal/bid be considered for the Local SBE Preference.
- Attached is my Local SBE Certification letter issued by the County

II. 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.

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

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

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

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Print Authorized Name	Authorized Signature	Title	Date
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**REQUIRED FORMS - EXHIBIT 8
PROPOSER'S EEO CERTIFICATION**

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 9

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

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

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

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

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

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

_____ YES (subject to verification by County) _____ NO

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

_____ YES _____ NO

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

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

Proposer’s Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

REQUIRED FORMS - EXHIBIT 10

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

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

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

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

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

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

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

**REQUIRED FORMS - EXHIBIT 11
PRICING SHEET**

**Global Positioning System Monitoring Program
And
Juvenile Electronic Monitoring Program**

The undersigned offers to provide all labor and supplies necessary to provide Comprehensive Electronic Monitoring Services as set forth RFP# 6401602.

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

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

I PROPOSE A SLIDING SCALE FIXED RATE/FEE FOR THE REQUIRED SERVICES USING CELLULAR RADIO FREQUENCY (CRF)/RADIO FREQUENCY (RF), AS FOLLOWS:

1. Monitoring and support services only

1 – 50 _____	351 – 400 _____	701 – 750 _____
51 – 100 _____	401 – 450 _____	751 – 800 _____
101 – 150 _____	451 – 500 _____	801 – 850 _____
151 – 200 _____	501 – 550 _____	851 – 900 _____
201 – 250 _____	551 – 600 _____	901 – 950 _____
251 – 300 _____	601 – 650 _____	951 – 1000 _____
301 – 350 _____	651 – 700 _____	1001 – over _____

2. Monitoring and support services including installation and removal

1 – 50 _____	351 – 400 _____	701 – 750 _____
51 – 100 _____	401 – 450 _____	751 – 800 _____
101 – 150 _____	451 – 500 _____	801 – 850 _____
151 – 200 _____	501 – 550 _____	851 – 900 _____
201 – 250 _____	551 – 600 _____	901 – 950 _____
251 – 300 _____	601 – 650 _____	951 – 1000 _____
301 – 350 _____	651 – 700 _____	1001 – over _____

**REQUIRED FORMS - EXHIBIT 11
PRICING SHEET**

I PROPOSE A SLIDING SCALE FIXED RATE/FEE FOR THE REQUIRED SERVICES USING GPS - PASSIVE, AS FOLLOWS:

1. Monitoring and support services only

1 – 50 _____	351 – 400 _____	701 – 750 _____
51 – 100 _____	401 – 450 _____	751 – 800 _____
101 – 150 _____	451 – 500 _____	801 – 850 _____
151 – 200 _____	501 – 550 _____	851 – 900 _____
201 – 250 _____	551 – 600 _____	901 – 950 _____
251 – 300 _____	601 – 650 _____	951 – 1000 _____
301 – 350 _____	651 – 700 _____	1001 – over _____

2. Monitoring and support services including installation and removal

1 – 50 _____	351 – 400 _____	701 – 750 _____
51 – 100 _____	401 – 450 _____	751 – 800 _____
101 – 150 _____	451 – 500 _____	801 – 850 _____
151 – 200 _____	501 – 550 _____	851 – 900 _____
201 – 250 _____	551 – 600 _____	901 – 950 _____
251 – 300 _____	601 – 650 _____	951 – 1000 _____
301 – 350 _____	651 – 700 _____	1001 – over _____

**REQUIRED FORMS - EXHIBIT 11
PRICING SHEET**

I PROPOSE A SLIDING SCALE FIXED RATE/FEE FOR THE REQUIRED SERVICES USING GPS - INTERMEDIATE, AS FOLLOWS:

1. Monitoring and support services only

1 – 50 _____	351 – 400 _____	701 – 750 _____
51 – 100 _____	401 – 450 _____	751 – 800 _____
101 – 150 _____	451 – 500 _____	801 – 850 _____
151 – 200 _____	501 – 550 _____	851 – 900 _____
201 – 250 _____	551 – 600 _____	901 – 950 _____
251 – 300 _____	601 – 650 _____	951 – 1000 _____
301 – 350 _____	651 – 700 _____	1001 – over _____

2. Monitoring and support services including installation and removal

1 – 50 _____	351 – 400 _____	701 – 750 _____
51 – 100 _____	401 – 450 _____	751 – 800 _____
101 – 150 _____	451 – 500 _____	801 – 850 _____
151 – 200 _____	501 – 550 _____	851 – 900 _____
201 – 250 _____	551 – 600 _____	901 – 950 _____
251 – 300 _____	601 – 650 _____	951 – 1000 _____
301 – 350 _____	651 – 700 _____	1001 – over _____

**REQUIRED FORMS - EXHIBIT 11
PRICING SHEET**

I PROPOSE A SLIDING SCALE FIXED RATE/FEE FOR THE REQUIRED SERVICES USING GPS – CONTINUOUS (ACTIVE), AS FOLLOWS:

1. Monitoring and support services only

1 – 50 _____	351 – 400 _____	701 – 750 _____
51 – 100 _____	401 – 450 _____	751 – 800 _____
101 – 150 _____	451 – 500 _____	801 – 850 _____
151 – 200 _____	501 – 550 _____	851 – 900 _____
201 – 250 _____	551 – 600 _____	901 – 950 _____
251 – 300 _____	601 – 650 _____	951 – 1000 _____
301 – 350 _____	651 – 700 _____	1001 – over _____

2. Monitoring and support services including installation and removal

1 – 50 _____	351 – 400 _____	701 – 750 _____
51 – 100 _____	401 – 450 _____	751 – 800 _____
101 – 150 _____	451 – 500 _____	801 – 850 _____
151 – 200 _____	501 – 550 _____	851 – 900 _____
201 – 250 _____	551 – 600 _____	901 – 950 _____
251 – 300 _____	601 – 650 _____	951 – 1000 _____
301 – 350 _____	651 – 700 _____	1001 – over _____

Respectfully submitted,

Printed Name _____

Title _____

Signature _____

Date: _____

Address: _____

City: _____

Phone: _____

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

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

_____	_____
_____	_____
_____	_____

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

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

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

Name of Firm

Print Name of Signer

Title

Signature

Date

**REQUIRED FORMS - EXHIBITS 13-20
INTENTIONALLY OMITTED**

REQUIRED FORMS - EXHIBIT 21

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS EXHIBIT 22
REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov/>

- I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.
- I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

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

Name of Firm:	County Webven No.
Print Name:	Title:
Signature:	Date:

<i>SIGNATURE OF REVIEWER</i>	<i>APPROVED</i>	<i>DISAPPROVED</i>	<i>DATE</i>

APPENDICES E – P

APPENDICES E – P

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

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

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

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

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

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

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

Request submitted by:

Name

Title

For County use only

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

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

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

WE RECOGNIZE. . . .

The importance of small business to the County. . .

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

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

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

WE THEREFORE SHALL:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
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CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

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2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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

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

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

Vendor Name: INSPECTION ENGINEERING CONSTR
Alias: Inspection Engineering Construction
Debarment Start Date: 6/13/2006 **Debarment End Date:** 6/12/2016
Principal Owners and/or Affiliates: Jamal Deaifi

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

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

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

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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

Vendor Name: SAEICO, INC.
Alias:
Debarment Start Date: 10/18/2011 **Debarment End Date:** 10/17/2016
Principal Owners and/or Affiliates: Godwin Iwunze, Sam Soho Nor

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

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

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

Vendor Name: RUSSELL RICHEY, AN INDIVIDUAL
Alias:
Debarment Start Date: 1/13/2015 **Debarment End Date:** 1/12/2017
Principal Owners and/or Affiliates:

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

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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

Vendor Name:

Alias:

ANTHONY UWAKWE, AN INDIVIDUAL

Debarment Start

Date:

12/15/2015 **Debarment End Date:** 12/14/2020

**Principal Owners
and/or Affiliates:**

IRS NOTICE 1015

(Obtain latest version from IRS website -
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>)



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2015)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax.

However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2015 are less than \$53,267 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

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

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2016.

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

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

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

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2015 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2015 and owes no tax but is eligible for a credit of \$800, he or she must file a 2015 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2015)
Cat. No. 20599I

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What Is the Safely Surrendered Baby Law?

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

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

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

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

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

Historia de un bebé

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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



INTENTIONALLY OMITTED

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

[2.202.010 Findings and declarations.](#)

[2.202.020 Definitions.](#)

[2.202.030 Determination of contractor non-responsibility.](#)

[2.202.040 Debarment of contractors.](#)

[2.202.050 Pre-emption.](#)

[2.202.060 Severability.](#)

2.202.010 - Findings and declarations.

- A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.
- B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.
- (Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.

(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds 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 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.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

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DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county 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 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.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

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- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.
 - (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
 - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
 - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
 - (10) Whether the wrongdoing was pervasive within a contractor's organization.
 - (11) The positions held by the individuals involved in the wrongdoing.

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- (12) Whether a contractor participated in, knew of, or tolerated the offense.
- (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.

(Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
- G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

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- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 - Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

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

(Ord. 2000-0011 § 1 (part), 2000.)

INTENTIONALLY OMITTED

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

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

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

2.206.050 Administration and compliance certification.

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

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;

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

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

Title 5 PERSONNEL
Chapter 5.09.010 through 5.09.030
SEXUAL HARASSMENT POLICY

Chapter 5.09 SEXUAL HARASSMENT POLICY

[5.09.010 Sexual harassment prohibited.](#)

[5.09.020 Sexual harassment defined.](#)

[5.09.030 Responsibilities of county personnel.](#)

5.09.010 Sexual harassment prohibited.

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

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

5.09.020 Sexual harassment defined.

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

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

Title 5 PERSONNEL
Chapter 5.09.010 through 5.09.030
SEXUAL HARASSMENT POLICY

5.09.030 Responsibilities of county personnel.

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

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

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

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

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

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

1. Ensuring that all employees in their areas of responsibility are aware of the county's sexual harassment policy;
2. Ensuring that all personnel decisions are made in accordance with this policy; and

Title 5 PERSONNEL
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SEXUAL HARASSMENT POLICY

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

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

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

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

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

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

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

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

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

NAME (PRINT):	
POSITION:	
SIGNATURE:	DATE: