



County of Los Angeles  
Chief Executive Office

## **PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING**

SACHI A. HAMAI  
Chief Executive Officer

**DATE:** Wednesday, January 29, 2020  
**TIME:** 10:00 a.m.  
**LOCATION:** Kenneth Hahn Hall of Administration, Conf. Rm. 830

### **AGENDA**

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

1. **CALL TO ORDER**
2. **INFORMATIONAL ITEM(S)** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
  - A. NONE
3. **PRESENTATION/DISCUSSION ITEM(S):**
  - A. Board Letter:  
APPROVAL OF SOLE SOURCE CONTRACT WITH FUNCTIONAL FAMILY THERAPY LLC TO PROVIDE TRAINING FOR EVIDENCE-BASED INTERVENTIONS FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT  
Speaker(s): Sheila Mitchell and Robert Smythe (Probation)
  - B. Board Briefing:  
REFORM AND OVERSIGHT EFFORTS: LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
Speaker(s): Max Huntsman (OIG)
  - C. Board Briefing:  
COURT BAIL REFORM PILOT BRIEFING  
Speaker(s): Reaver Bingham (Probation), David Turla (CEO)
  - D. Board Briefing:  
EXAMINING THE ROLE OF TISSUE AND ORGAN PROCUREMENT IN LOS ANGELES COUNTY DEPARTMENT OF MEDICAL EXAMINER-CORONER  
Speaker(s): Jonathan Lucas, M.D. (Medical Examiner-Coroner)
4. **PUBLIC COMMENT**  
(2 minutes each speaker)

Wednesday, January 29, 2020

**CLOSED SESSION:**

**CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

(Subdivision (a) of Government Code Section 54956.9)

**Pauline Smith v. County of Los Angeles, et al.**

United States District Court Case No. 2:18-CV-04214

Department: Sheriff

**CS-2 CONFERENCE WITH LEGAL COUNSEL**

**Examining the Role of Tissue and Organ Procurement in Los Angeles County  
Department of Medical Examiner-Coroner**

Department: Medical Examiner-Coroner

**5. ADJOURNMENT**

**6. UPCOMING ITEMS:**

- A.** Board Letter:  
APPROVE AGREEMENT BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY OF THE LOS ANGELES FIREFIGHTER'S BENEFIT AND WELFARE ASSOCIATION, INC.  
Speaker(s): Christopher Anderson and Debbie Aguirre (Fire)
- B.** Board Letter:  
AUTHORIZE THE COUNTY PURCHASING AGENT TO ISSUE A SOLE SOURCE PURCHASE ORDER TO NORTHROP GRUMMAN SYSTEMS CORPORATION FOR PROCUREMENT OF HARDWARE AND IMPLEMENTATION SERVICES FOR THE CONSOLIDATED FIRE PROTECTION DISTRICT'S COMPUTER AIDED DISPATCHING SYSTEM  
Speaker(s): Christopher Anderson (Fire)
- C.** Board Letter:  
PROPOSED 2020 LOS ANGELES COUNTY CODE (TITLE 32) AND CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY FIRE CODE  
Speaker(s): Christopher Anderson and Nick Duvally (Fire)
- D.** Board Letter:  
APPROVE AMENDMENT NUMBER TWELVE TO AGREEMENT NUMBER 77742 WITH HEALTHRIGHT 360 FOR GENDER-RESPONSIVE REHABILITATION PROGRAM FOR FEMALE OFFENDERS  
Speaker(s): Kimberly L. Unland and Irma Santana (Sheriff)



# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

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



**TERRI L. McDONALD**  
Chief Probation Officer

February 11, 2020

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

Dear Supervisors:

## **APPROVAL OF A SOLE SOURCE CONTRACT WITH FUNCTIONAL FAMILY THERAPY LLC (FFT LLC) TO PROVIDE TRAINING FOR EVIDENCE-BASED INTERVENTIONS FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

**(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

### **SUBJECT**

Approval of a sole source contract with Functional Family Therapy LLC., (FFT LLC) to provide training for evidence-based interventions.

### **IT IS RECOMMENDED THAT YOUR BOARD**

1. Approve and instruct the Chair to sign the attached sole source contract (Attachment I) with FFT LLC., for an initial term of two (2) years commencing upon Board approval for an estimated amount of \$192,000 fully offset by Title IV-E funds.
2. Delegate authority to the Chief Probation Officer or her designee to prepare and execute contract amendments to extend the contract term for up to two (2) additional two (2) year periods for an estimated amount of \$384,000 fully offset by Title IV-E, funds and upon approval as to form by County Counsel.
3. Delegate authority to the Chief Probation Officer or her designee to prepare and execute amendments to the contract for any decrease or increase not to exceed ten (10%) percent of the total contract rates and one hundred eighty (180) days to the period of performance pursuant to the terms of the contract, and upon approval as to form by County Counsel.

***Rebuild Lives and Provide for Healthier and Safer Communities***

4. Delegate authority to the Chief Probation Officer or her designee to approve necessary changes to scope of service, non-material, technical, and administrative changes, and to terminate, in whole or in part, the contract with FFT LLC.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to obtain Board approval of a sole source contract with FFT LLC., to provide training for evidence-based interventions. Specifically, the contract will provide training on Functional Family Therapy (FFT) and Functional Family Probation Services (FFP), which is an empirically grounded, well-documented and highly successful family intervention for at-risk and juvenile justice involved youth. FFT LLC., is the sole proprietor of FFT and FFP in the United States. and the sole provider in California.

#### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal I: Make Investments That Transform Lives. Specifically, it will address Strategy I.3 Reform Service Delivery Within Our Justice Systems.

#### **FISCAL IMPACT/FINANCING**

The estimated contract amount is \$192,000 for the initial contract term. The contract will be fully funded by Title IV-E funds and there is no net County cost. Funding for this contract is included in the Department's FY 2019-20 Adopted Budget. The proposed contract includes provisions for non-appropriation of funds and budget reductions.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The term of the contract shall commence upon Board approval for an initial term of two (2) years commencing upon Board approval with the option to extend for two (2) additional two (2) year period. There is no departmental employee relations impact since this is not a Proposition A contract. Probation has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract.

The contract contains the Board's required contract provisions including consideration of qualified county employees targeted for layoffs and GAIN/GROW participants for employment openings and compliance with Jury Services Ordinance, Safely Surrendered Baby law and the Child Support Program.

The Contract (Attachment I) has been reviewed and approved as to form by County Counsel. The County will not request the Contractor to perform services that exceed the Board-approved contract amount, scope of work or contract term.

The Sole Source Checklist (Attachment II) has been approved by CEO.

**CONTRACTING PROCESS**

In accordance with the Board of Supervisors Policy Manual, Section 5.100, Sole Source Contracts, Probation advised the Board on August 5, 2019 of its intent to enter into a Sole Source contract with FFT LLC., (Attachment III).

**IMPACT ON CURRENT SERVICES**

Approval of the recommended actions will enable Probation to expand capacity for FFT and FFP to probation youth and their families.

Respectfully submitted,

TERRI L. McDONALD  
Chief Probation Officer

TLM:TH:yt

Enclosures

c:     Executive Officer  
       Chief Executive Office  
       County Counsel



**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**FUNCTIONAL FAMILY THERAPY LLC (FFT LLC)**

**FOR**

**TRAINING FOR EVIDENCE-BASED INTERVENTIONS**

**CONTRACT PROVISIONS  
TABLE OF CONTENTS**

<b><u>PARAGRAPH</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
<b>RECITALS</b>		<b>1</b>
<b>1</b>	<b>APPLICABLE DOCUMENTS</b>	<b>1</b>
<b>2</b>	<b>DEFINITIONS</b>	<b>2</b>
2.1	Standard Definitions	2
<b>3</b>	<b>WORK</b>	<b>4</b>
<b>4</b>	<b>TERM OF CONTRACT</b>	<b>4</b>
<b>5</b>	<b>CONTRACT SUM</b>	<b>5</b>
5.1	Total Contract Sum	5
5.2	Written Approval for Reimbursement	5
5.3	Notification of 75% of Total Contract Sum	5
5.4	No Payment for Services Provided Following Expiration-Termination of Contract	6
5.5	Invoices and Payments	6
5.6	Intentionally Omitted	7
5.7	Default Method of Payment: Direct Deposit or Electronic Funds Transfer	7
<b>6</b>	<b>ADMINISTRATION OF CONTRACT - COUNTY</b>	<b>8</b>
6.1	County Administration	8
6.2	County's Contract Manager	8
6.3	County's Program Manager	8
6.4	County's Contract Monitor	9
<b>7</b>	<b>ADMINISTRATION OF CONTRACT - CONTRACTOR</b>	<b>9</b>
7.1	Contractor Administration	9
7.2	Contractor's Staff	9
7.3	Approval of Contractor's Staff	9
7.4	Contractor's Staff Identification	9
7.5	Background and Security Investigations	9
7.6	Confidentiality	11
<b>8</b>	<b>STANDARD TERMS AND CONDITIONS</b>	<b>12</b>
8.1	Amendments	12
8.2	Assignment and Delegation/Mergers or Acquisitions	13

**CONTRACT PROVISIONS  
TABLE OF CONTENTS**

<b><u>PARAGRAPH</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
8.3	Authorization Warranty .....	14
8.4	Budget Reductions .....	14
8.5	Complaints.....	14
8.6	Compliance with Applicable Law .....	15
8.7	Compliance with Civil Rights Laws .....	16
8.8	Compliance with the County's Jury Service Program .....	16
8.9	Conflict of Interest.....	18
8.10	Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List .....	19
8.11	Consideration of Hiring GAIN-GROW Participants .....	19
8.12	Contractor Responsibility and Debarment .....	19
8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law .....	22
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program .....	22
8.15	County's Quality Assurance Plan.....	23
8.16	Damage to County Facilities, Buildings or Grounds.....	23
8.17	Employment Eligibility Verification .....	23
8.18	Facsimile Representations.....	24
8.19	Fair Labor Standards .....	24
8.20	Force Majeure.....	25
8.21	Governing Law, Jurisdiction, and Venue.....	25
8.22	Independent Contractor Status .....	25
8.23	Indemnification.....	26
8.24	General Provisions for all Insurance Coverage.....	26
8.25	Insurance Coverage .....	31
8.26	Liquidated Damages .....	32
8.27	Most Favored Public Entity .....	34
8.28	Nondiscrimination and Affirmative Action.....	34
8.29	Non Exclusivity .....	35
8.30	Notice of Delays.....	35



**CONTRACT PROVISIONS  
TABLE OF CONTENTS**

<b><u>PARAGRAPH</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
8.31	Notice of Disputes.....	36
8.32	Notice to Employees Regarding the Federal Earned Income Credit.....	36
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law .....	36
8.34	Notices.....	36
8.35	Prohibition Against Inducement or Persuasion .....	36
8.36	Public Records Act .....	37
8.37	Publicity .....	37
8.38	Record Retention and Inspection-Audit Settlement .....	38
8.39	Recycled Bond Paper .....	39
8.40	Subcontracting.....	39
8.41	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	41
8.42	Termination for Convenience.....	41
8.43	Termination for Default .....	41
8.44	Termination for Improper Consideration .....	43
8.45	Termination for Insolvency.....	43
8.46	Termination for Non-Adherence of County Lobbyist Ordinance.....	44
8.47	Termination for Non-Appropriation of Funds.....	44
8.48	Validity .....	45
8.49	Waiver.....	45
8.50	Warranty Against Contingent Fees .....	45
8.51	Warranty of Compliance with County's Defaulted Property Tax Reduction Program.....	45
8.52	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program .....	46
8.53	Time off for Voting .....	46
8.54	Compliance with County's Zero Tolerance Policy on Human Trafficking .	46
8.55	Intentionally Omitted .....	47
8.56	Compliance with Fair Chance Employment Practices .....	47
8.57	Compliance with the County Policy of Equity.....	47

**CONTRACT PROVISIONS  
TABLE OF CONTENTS**

<b><u>PARAGRAPH</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
<b>9</b>	<b>UNIQUE TERMS AND CONDITIONS .....</b>	<b>47</b>
9.1	Intentionally Omitted .....	47
9.2	Health Insurance Portability and Accountability Act of 1996 (HIPPA) .....	47
9.3	Intentionally Omitted .....	47
9.4	Intentionally Omitted .....	47
9.5	Intentionally Omitted .....	47
9.6	Intentionally Omitted .....	47
9.7	Intentionally Omitted .....	47
9.8	Intentionally Omitted .....	47
9.9	Intentionally Omitted .....	47
<b>SIGNATURES</b> .....		<b>48</b>

## **STANDARD EXHIBITS**

(NOT ATTACHED – TO BE INCLUDED IN FINAL CONTRACT)

A	Statement of Work (SOW) .....
B	Pricing Sheet.....
C	Intentionally Omitted .....
D	Contractor's EEO Certification .....
E	County's Administration .....
F	Contractor's Administration .....
G	Employee's Acknowledgment of Employer .....
G1	Contractor Acknowledgment and Confidentiality Agreement.....
G2	Contractor Employee Acknowledgment and Confidentiality Agreement.
G3	Contractor Non-Employee Acknowledgment and Confidentiality Agreement.....
H	Jury Service Ordinance .....
I	Safely Surrendered Baby Law.....
J	Intentionally Omitted .....
K	Intentionally Omitted .....
L	Intentionally Omitted .....
M	Intentionally Omitted .....
N	Intentionally Omitted .....
O	Intentionally Omitted .....
P	Background Request Forms.....
Q	Intentionally Omitted .....
R	Defaulted Property Tax Reduction Program/Form .....
S	Contract Discrepancy Report .....
T	Confidentiality of CORI Information.....
U	Performance Requirements Summary (PRS) Chart.....
V	Zero Tolerance Policy on Human Trafficking Certification .....
W	Compliance with Fair Chance Employment Hiring .....

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT  
AND  
FUNCTIONAL FAMILY THERAPY LLC (FFT LLC)  
FOR  
TRAINING FOR EVIDENCE-BASED INTERVENTIONS**

This Contract ("Contract") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Los Angeles, hereinafter referred to as County and the Functional Family Therapy LLC, hereinafter referred to as Contractor. Functional Family Therapy LLC (FFT LLC) is located at 1251 NW Elford Drive, Seattle WA 98177.

**RECITALS**

**WHEREAS**, the County of Los Angeles Probation Department has a need for the Contractor to provide Training for Evidence-Based Interventions; and

**WHEREAS**, the Contractor is a private firm specializing in providing Training for Evidence-Based Interventions; and

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

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

**1 APPLICABLE DOCUMENTS**

Exhibits A, B, D, E, F, G, G1, G2, G3, H, I, P, 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 terms and conditions of the Contract and then to the Exhibits according to the following priority.

**Standard Exhibits:**

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Sheet
- 1.3 Exhibit C - Intentionally Omitted
- 1.4 Exhibit D - Contractor's EEO Certification

- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Employee's Acknowledgment of Employer
- Exhibit G1 - Contractor Acknowledgment and Confidentiality Agreement
- Exhibit G2 - Contractor Employee Acknowledgment and Confidentiality Agreement
- Exhibit G3 - Contractor Non-Employee Acknowledgment and Confidentiality Agreement
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law
- 1.10 Exhibit J - Intentionally Omitted
- 1.11 Exhibit K - Intentionally Omitted
- 1.12 Exhibit L - Intentionally Omitted
- 1.13 Exhibit M - Intentionally Omitted
- 1.14 Exhibit N - Intentionally Omitted
- 1.15 Exhibit O - Intentionally Omitted
- 1.16 Exhibit P - Background Request Forms
- 1.17 Exhibit Q - Intentionally Omitted
- 1.18 Exhibit R - Defaulted Property Tax Reduction Program/Form
- 1.19 Exhibit S - Contract Discrepancy Report
- 1.20 Exhibit T - Confidentiality of CORI Information
- 1.21 Exhibit U - Performance Requirements Summary (PRS) Chart
- 1.22 Exhibit V - Zero Tolerance Policy on Human Trafficking Certification
- 1.23 Exhibit W - Compliance with Fair Chance Employment Hiring

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

## 2 DEFINITIONS

### 2.1 Standard Definitions:

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

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

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

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

### 3 WORK

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

### 4 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence upon Board approval for a two (2) year period, unless sooner terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of the Contractor, by mutual written agreement, for up to two (2) additional two (2) year periods for a maximum total Contract term of six (6) years.
- 4.2 Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of the Contractor. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

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

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

## **5 CONTRACT SUM**

### **5.1 Total Contract Sum**

- 5.1.1 The Contract fee under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for supplying all services under this Contract consistent with the cost listed in Exhibit B (Pricing Sheet). The Contract sum, inclusive of all applicable taxes, is estimated at **\$192,000** for the term of the Contract and each subsequent two (2) additional two (2) year periods. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein.

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

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

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

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

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



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

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

#### **5.5 Invoices and Payments**

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Sheet).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

**Placement Services Bureau  
County of Los Angeles Probation Department  
9150 East Imperial Highway Room P-73  
Downey, CA 90242**

#### **5.5.6 County Approval of Invoices**

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

#### **5.5.7 Local Small Business Enterprises – Prompt Payment Program**

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

### **5.6 Intentionally Omitted**

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

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

5.7.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting

department(s), shall decide whether to approve exemption requests.

## **6 ADMINISTRATION OF CONTRACT – COUNTY**

### **6.1 County Administration**

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

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

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

### **6.3 County's Program Manager**

- 6.3.1 The role of the County's Program Manager is authorized to include:
  - 6.3.1.1 Meeting with the Contractor's Project Director on a regular basis; and
  - 6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

not authorized to further obligate the County in any respect whatsoever.

#### **6.4 County's Contract Monitor**

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

### **7 ADMINISTRATION OF CONTRACT – CONTRACTOR**

#### **7.1 Contractor Administration**

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

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

- 7.2.1 The Contractor shall have a Project Director pursuant to Section 6.3 (Project Director) of Exhibit A (Statement of Work).
- 7.2.2 The Contractor shall be responsible for providing competent staff pursuant to Section 6.4 (Personnel) of Exhibit A (Statement of Work).

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

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

#### **7.4 Contractor's Staff Identification**

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

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

Background and security investigations of the Contractor's staff are required as a condition of beginning and continuing work under this Contract. The cost of background checks is the responsibility of the Contractor. The Contractor shall be responsible for the ongoing

implementation and monitoring of Subparagraphs 7.5.1 through 7.5.6 of this Contract. On at least a quarterly basis, the Contractor shall report, in writing, monitoring results to the County, indicating compliance or problem areas. Elements of the monitoring report shall receive prior written approval from the County.

- 7.5.1 The Contractor shall submit the names of the Contractor's or the subcontractor's employees to the County's Program Manager prior to the employee starting work on this Contract. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of the Contractor's or the subcontractor's employees. The County shall have the right to conduct background investigations of the Contractor's or the subcontractor's employees at any time. **The Contractor's or the subcontractor's employees shall not begin work on this Contract before receiving written notification of clearance from the County.**
- 7.5.2 No personnel employed by the Contractor or the subcontractor for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.
- 7.5.3 The County reserves the right, in its sole discretion, to preclude the Contractor or the subcontractor from employment or continued employment of any individual performing services under this Contract.
- 7.5.4 No Contractor or subcontractor staff providing services under this Contract shall be on active probation or parole.
- 7.5.5 The Contractor or the subcontractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
- 7.5.6 Because the County is charged by the State for checking the criminal records of the Contractor's or the subcontractor's employees; the County will bill the Contractor to recover these expenses. The current amount is forty-nine (\$49.00) per record check, which is subject to change by the State.

## **7.6 Confidentiality**

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

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

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

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

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

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

7.6.3 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6 (Confidentiality) , as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor indemnification obligations under this Paragraph 7.6 (Confidentiality) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at

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

**7.6.4 Confidentiality of Adult and Juvenile Records**

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

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

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

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

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

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The

County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

- 8.1.3 The Chief Probation Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

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

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, the County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment



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

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

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

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

### **8.5 Complaints**

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

## 8.5.2 Complaint Procedures

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

## 8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and

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

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

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

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

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

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is

attached as Exhibit H (Jury Duty Ordinance) and incorporated by reference into and made a part of this Contract.

**8.8.1 Written Employee Jury Service Policy**

8.8.1.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

8.8.1.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

## **8.9 Conflict of Interest**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest,

it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

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

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

#### **8.11 Consideration of Hiring GAIN-GROW Participants**

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

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

#### **8.12 Contractor Responsibility and Debarment**

##### **8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the

County's policy to conduct business only with responsible Contractors.

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

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

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

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

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

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the

Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination



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

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

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to subcontractors of the County Contractors.

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

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

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's

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

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

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

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

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

#### **8.17 Employment Eligibility Verification**

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this

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

- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 Facsimile Representations**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.19 Fair Labor Standards**

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

## **8.20 Force Majeure**

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event the Contractor's failure to perform arises out of a force majeure event, the Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

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

## **8.22 Independent Contractor Status**

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to

be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

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

### **8.23 Indemnification**

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

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

8.24.1 Without limiting the Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 (General Provisions for All Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to

this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **8.24.2 Evidence of Coverage and Notice to County**

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

8.24.2.2 Renewal Certificates shall be provided to the County not less than ten (10) days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

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

- 8.24.2.6 The Contractor also shall promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

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

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

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

The Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision that the County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the

County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.5 Failure to Maintain Insurance**

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue Contractor reimbursement.

#### **8.24.6 Insurer Financial Ratings**

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

#### **8.24.7 Contractor's Insurance Shall Be Primary**

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

#### **8.24.8 Waivers of Subrogation**

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



#### **8.24.9 Subcontractor Insurance Coverage Requirements**

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

#### **8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

The Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.11 Claims Made Coverage**

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

#### **8.24.12 Application of Excess Liability Coverage**

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

#### **8.24.13 Separation of Insureds**

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

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

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

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

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

### **8.25 Insurance Coverage**

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

**8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01

A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that the County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to the Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **8.25.4 Unique Insurance Coverage**

##### **8.25.4.1 Intentionally Omitted**

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

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

##### **8.25.4.3 Intentionally Omitted**

##### **8.25.4.4 Intentionally Omitted**

##### **8.25.4.5 Intentionally Omitted**

##### **8.25.4.6 Intentionally Omitted**

##### **8.25.4.7 Intentionally Omitted**

#### **8.26 Liquidated Damages**

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

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

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Exhibit U (Performance Requirements Summary (PRS) Chart) hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

## **8.27 Most Favored Public Entity**

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

## **8.28 Nondiscrimination and Affirmative Action**

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this

Contract or under any project, program, or activity supported by this Contract.

- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 Non Exclusivity**

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

## **8.30 Notice of Delays**

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

### **8.31 Notice of Disputes**

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

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

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

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

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

### **8.34 Notices**

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

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

8.35.1 Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year

thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 Public Records Act**

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

### **8.37 Publicity**

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- 8.37.1.1 The Contractor shall develop all publicity material in a professional manner; and
- 8.37.1.2 During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press



releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Program Manager. The County shall not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

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

- 8.38.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3.

8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

#### **8.38.5 Intentionally Omitted**

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

- 8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of all such documents to:

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

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

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

#### **8.42 Termination for Convenience**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

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

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

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

- 8.43.1.1 The Contractor has materially breached this Contract; or
  - 8.43.1.2 The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - 8.43.1.3 The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

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

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

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

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

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts

for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

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

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

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

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

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

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

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

#### **8.48 Validity**

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

#### **8.49 Waiver**

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

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

- 8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

- 8.51.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will



maintain compliance, with Los Angeles County Code Chapter 2.206.

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

8.52.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ten (10) days of notice shall be grounds upon which the County may terminate this Contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

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

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

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

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

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

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

**8.55 Intentionally Omitted**

**8.56 Compliance with Fair Chance Employment Practices**

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

**8.57 Compliance with the County Policy of Equity**

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

**9 UNIQUE TERMS AND CONDITIONS**

**9.1 Intentionally Omitted**

**9.2 Intentionally Omitted**

**9.3 Intentionally Omitted**

**9.4 Intentionally Omitted**

**9.5 Intentionally Omitted**

**9.6 Intentionally Omitted**

**9.7 Intentionally Omitted**

**9.8 Intentionally Omitted**

**9.9 Intentionally Omitted**

/

**IN WITNESS WHEREOF**, the 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 of the Board of Supervisors thereof, the day, month and year first above written.

COUNTY OF LOS ANGELES

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

ATTEST:

CELIA ZAVALA,  
Executive Officer  
of the Board of Supervisors

By: \_\_\_\_\_

FUNCTIONAL FAMILY THERAPY LLC (FFT  
LLC)

By: \_\_\_\_\_

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

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

MARY C. WICKHAM  
COUNTY COUNSEL

By: \_\_\_\_\_  
NANCY M. TAKADE  
PRINCIPAL DEPUTY COUNTY COUNSEL

## **EXHIBIT A**

### **STATEMENT OF WORK**

**EXHIBIT A  
STATEMENT OF WORK**

**TABLE OF CONTENTS**

<b><u>SECTION</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
<b>1.0</b>	<b>SCOPE OF WORK .....</b>	<b>51</b>
<b>2.0</b>	<b>SPECIFIC TASKS .....</b>	<b>51</b>
<b>3.0</b>	<b>QUALITY CONTROL .....</b>	<b>54</b>
<b>4.0</b>	<b>QUALITY ASSURANCE PLAN.....</b>	<b>54</b>
<b>5.0</b>	<b>DEFINITIONS .....</b>	<b>56</b>
<b>6.0</b>	<b>RESPONSIBILITIES.....</b>	<b>57</b>
	<b><u>COUNTY</u></b>	
6.1	Personnel .....	57
6.2	Intentionally Omitted .....	57
	<b><u>CONTRACTOR</u></b>	
6.3	Project Director .....	57
6.4	Personnel .....	58
6.5	Intentionally Omitted .....	58
6.6	Materials and Equipment .....	59
6.7	Intentionally Omitted .....	59
6.8	Contractor's Office .....	59
<b>7.0</b>	<b>HOURS/DAYS OF WORK.....</b>	<b>59</b>
<b>8.0</b>	<b>INTENTIONALLY OMITTED .....</b>	<b>59</b>
<b>9.0</b>	<b>UNSCHEDULED WORK .....</b>	<b>59</b>
<b>10.0</b>	<b>INTENTIONALLY OMITTED .....</b>	<b>59</b>
<b>11.0</b>	<b>GREEN INITIATIVES .....</b>	<b>59</b>
<b>12.0</b>	<b>PERFORMANCE REQUIREMENTS SUMMARY .....</b>	<b>59</b>

# EXHIBIT A

## STATEMENT OF WORK (SOW)

### 1.0 SCOPE OF WORK

- 1.1 Functional Family Therapy (FFT) is an empirically grounded, well-documented and highly successful family intervention for at-risk and juvenile involved youth. Contractor shall provide training to two (2) FFT Phase III Certified Probation teams consisting of at least three (3) but no more than eight (8) practitioners. Training activities are provided to the team's Site Supervisor. FFT Phase III training activities for each team are listed below. Training activities are on-going, and renew-able on an annual basis. The FFT Replacement Training Series is designed to replace an FFT Interventionist as needed, due to staff attrition. The Replacement Training Series is offered twice a year in California.
- 1.2 Functional Family Probation (FFP) is a case management approach that reorients the focus of juvenile justice workers charged with supervising youth in the community. FFP integrates assessment, supervision and intervention by clarifying the probation officer's role and how it changes during the course of supervision. Contractor shall provide training activities for Functional Family Probation (FFP) to two (2) team with approximately 10-12 officers and two supervisors. LA Probation FFP Team 1 will receive Phase III training activities unless they need to re-train a new supervisor, then the team will move into Phase II for training activities. Phase II and Phase III training activities are listed below. Phase III training activity are renewable on an annual basis.

### 2.0 SPECIFIC TASKS

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

- 2.1 Establish a new Site Supervisor – FFT Externship and Phase II Training Activities

- 2.1.1 FFT Externship Activities

The Contractor shall provide three (3) 3-day trainings at the Externship Site for a 3-month period. One (1) training per month for three (3) months (Contractor is responsible for travel costs for their staff).

2.1.2 FFT - Phase II - Activities shall include:

- 2.1.2.1 The Site Supervisor training shall consist of a two (2), 2-day event at the supervisor training site (Contractor is responsible for travel costs for their staff).
- 2.1.2.2 Site visit (One (1) 1-day site visit)
- 2.1.2.3 Bi-Weekly phone consultation with National Consultants for the Site Supervisor (FFT LLC)
- 2.1.2.4 Use of the Clinical Services System (CSS)
- 2.1.2.5 Tri-Yearly Performance Evaluation (TYPE) to provide each team

2.2 FFT - Phase III - Training Activities

Contractor shall provide training activities for Phase III Functional Family Therapy Teams (FFT) including training and consultation delivered by FFT LLC. The on-going FFT Phase III training activities will include Administrator teleconference calls, Site Supervisor teleconference coaching calls, use of the Clinical Services System, Evaluation Support, TYPE reports, quality assurance plans and Replacement Training Series. The Replacement Training Series consists of a 2.5-day initial clinical training, and a 2-day follow-up training after the initial clinical training, and a two-hour consultation call two months after the initial clinical training.

2.2.1 FFT - Phase III- Training Activities shall include:

2.2.1.1 FFT - Phase III - Teams 1 and 2 - Training Activities

- 2.2.1.1.1 One (1) hour every month of FFT consultation teleconference call for the Site Supervisor
- 2.2.1.1.2 One (1) 2-day on-site training for the supervisor and team
- 2.2.1.1.3 On-going access to the Clinical Services System (CSS) web-based documentation system to measure team and practitioner adherence, TYPE report provided to the team three times per year with quality assurance plans as appropriate.

2.2.1.2 FFT Replacement Training Series - Therapist

2.2.1.2.1 2.5-day Initial Clinical Training

2.2.1.2.2 2-day Follow-Up Training

2.2.1.2.3 Two (2) hour Follow-Up call

2.3 FFP Training Activities

Contractor shall provide Functional Family Probation (FFP) training activities for two (2) teams. Team one (1) and team two (2) shall receive Phase III training activities to approximately ten (10) officers and one (1) supervisors to include monthly teleconference calls and a one (1) day on-site training for FFP Supervisors. FFP will be developed in coordination with the FFT LLC national training center, based on the County's goals and strategies.

2.3.1 FFP - Phase II - Training Site Lead Activities shall include:

2.3.1.1 FFP – Phase II - Site Lead - Training Activities

2.3.1.1.1 One (1) Administrator/Supervisor Initial Training (two (2) days) – including CSS training

2.3.1.1.2 One (1) 1-day Follow-up Training for Supervisor on-site

2.3.1.1.3 One (1) hour (bi-monthly) teleconferences with the Supervisor for 12 months (24 calls)

2.3.1.2 FFP – Phase III – Replacement Training for Interventionists Activities shall include:

2.3.1.2.1 Replacement Training consists of six (6) 2-hour webinars over two months with an expectation of starting a new case at one month into training.

2.3.1.3 FFP - Phase III – (Each team) Training Activities shall include:

2.3.1.3.1 One (1) hour per month teleconference with Supervisors



2.3.1.3.2 One (1) 1-day on-site training for the FFP Supervisor

- 2.4 Training may be modified by written mutual consent to accommodate the COUNTY's training requirements.

### **3.0 QUALITY CONTROL PLAN**

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

- 3.1 An inspection system covering all the services listed on Exhibit U (Performance Requirements Summary Chart). It must specify the activities that will be inspected on a scheduled or unscheduled basis, the frequency of inspections, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods to identify and prevent deficiencies in the quality of service before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of the Contract as set forth in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of the Contract.
- 3.4 The methods to ensure uninterrupted service to the County in the event of a strike of the County's or the Contractor's employees, or any other unusual occurrence (i.e., power loss or natural disaster) that would result in the Contractor's inability to perform the terms of the Contract.
- 3.5 The methods to ensure confidentiality of records and information while in the care and custody of the Contractor's employees.
- 3.6 The methods to maintain security of records and the methods to prevent the loss or destruction of data.

### **4.0 QUALITY ASSURANCE PLAN**

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

taken by the County and the Contractor. If the Contractor fails to implement appropriate remedial action, the County may terminate this Contract or impose other penalties as specified in this Contract.

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit U (Performance Requirements Summary Chart) or other such procedures as may be necessary to ascertain the Contractor's compliance with this Contract.

#### 4.1 Performance Evaluation Meetings

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

4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule, or as required by the County.

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

#### 4.4 Contract Discrepancy Report

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

The County's Program Manager will determine whether a formal Contract Discrepancy Report shall issue as referenced in Exhibit S (Contract Discrepancy Report). Upon receipt of a Contract Discrepancy Report, the Contractor is required to respond in writing to the County's Program Manager within five (5) business days, acknowledging the reported discrepancies and presenting rebuttal evidence, if applicable. The Contractor shall submit a written plan to remedy all deficiencies identified in the Contract Discrepancy Report to the County's Program Manager within ten (10) business days of receipt of the Contract Discrepancy Report.

## 5.0 DEFINITIONS

- 5.1 Acceptable Quality Level Standard (AQLS) – A measure to express a deviation from a standard before Probation can apply damages as specified in Exhibit U (Performance Requirements Summary Chart). An AQLS does not imply that the Contractor performed in a substandard way. It is required that the Contractor correct all defects whenever possible. A deviation from AQLS can result in a credit to Probation against the monthly charge for the Contractor's services.
- 5.2 Business Day – Monday through Friday, 8:00 a.m. to 5:00 p.m., PT, not including County Holidays.
- 5.3 Contract Discrepancy Report (CDR) – A report prepared by the County's Program Manager to inform Contractor of substandard service.
- 5.4 Contract Start Date - The date the Contractor begins work in accordance with the terms of the Contract.
- 5.5 Contractor's Project Director – Person designated by the Contractor to administer Contract operations after the Contract award.
- 5.6 County's Contract Manager – Person designated by the County with actual and apparent authority on contractual or administrative matters relating to this Contract.
- 5.7 County's Contract Monitor – Person who monitors the Contract and provides reports to the County Contract Manager and County Program Manager.
- 5.8 County's Program Manager – Person designated by County to manage the operations under this Contract.
- 5.9 Liquidated Damages – The monetary amount deducted from Contractor's payment due to non-compliance with the Contract and/or substandard performance.
- 5.10 Participant Records – Personal, social, and criminal history of juvenile offenders. These records include confidential legal documents and other information that shall not be discussed with, or disclosed to, unauthorized persons as defined by the County of Los Angeles Probation Department.
- 5.11 Performance Requirements Summary (PRS) - The statement that identifies key performance indicators of the Contract that will be evaluated by the County to ensure Contract performance standards are met.

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

## **6.0 RESPONSIBILITIES**

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

### **COUNTY**

#### **6.1 Personnel**

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

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

#### **6.2 Intentionally Omitted**

### **CONTRACTOR**

#### **6.3 Project Director**

- 6.3.1 Contractor Availability: Contractor shall be available via telephone Monday through Friday, 8:00 am to 5:00 p.m., excluding County holidays. Doug Kopp, CEO, is identified as the Contractor's point of contact with the Probation Department.
- 6.3.2 The Contractor shall be available via telephone or in person during normal weekday work hours, 9:00 a.m. to 5:00 p.m., to meet with County personnel designated by the County to discuss problem areas.

## 6.4 Personnel

- 6.4.1 The Contractor shall provide competent staff to perform the terms of the Contract. The County shall have the exclusive right to review and approve staff prior to assignment.
- 6.4.2 The Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed a confidentially form that meets the standards of the County of Los Angeles Probation Department regarding access to confidential Criminal Offender Record Information (CORI) the **Contractor shall retain the original CORI form and forward a copy to the County's Program Manager within five (5) business days of start of employment.** The CORI form is listed in Exhibit T (Confidentiality of CORI Information).
- 6.4.3 All personnel must be able to read, write, spell, speak, and understand English.
- 6.4.4 The County has the exclusive right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes to Contractor's staff. The Contractor shall immediately remove and replace any employee from work on this Contract within twenty-four (24) hours after a request by the County's Program Manager.
- 6.4.5 The County reserves the exclusive right to have the County's Program Manager or designated agent, interview any or all prospective employees of the Contractor.
- 6.4.6 The Contractor shall be required to conduct a background check of all employees and agents as set forth in Paragraph 7.4 (Background and Security Investigations) of the Contract.
- 6.4.7 The Contractor shall provide the County's Program Manager with a current list of employees and agents and keep this list updated during the Contract period.
- 6.4.8 The Contractor shall have alternate staff that successfully passed background clearances pursuant to Paragraph 7.4 (Background and Security Investigations) of the Contract, trained and approved to instruct program participants in the required curriculum.

## 6.5 Intentionally Omitted

## **6.6 Materials and Equipment**

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

## **6.7 Intentionally Omitted**

## **6.8 Contractor's Office**

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

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

The Contractor shall be available during normal business hours subject to the needs of the County.

## **8.0 INTENTIONALLY OMITTED**

## **9.0 UNSCHEDULED WORK**

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

## **10.0 INTENTIONALLY OMITTED**

## **11.0 GREEN INITIATIVES**

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

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

## **12.0 PERFORMANCE REQUIREMENTS SUMMARY**

12.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be consistent with the Contract and the Statement of Work (SOW), and are not meant to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In the event of an apparent inconsistency between services as

stated in the Contract, the SOW and the PRS, the meaning apparent in the Contract and the SOW shall prevail. If any service appears to be created in the PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that service will be invalid and place no obligation on the Contractor.

- 12.2 A standard level of performance will be required of the Contractor for the required services. Exhibit U (Performance Requirements Summary Chart) summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance used by the County, and liquidated damages to be imposed for substandard performance. The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified Exhibit U (Performance Requirements Summary Chart) or other such procedures as may be necessary to ascertain Contractor compliance with this Contract. Failure of the Contractor to achieve this standard may result in an assessment of liquidated damages against the Contractor's monthly payment as determined by the County.
- 12.3 When the Contractor's performance fails to conform to the terms of this Contract, the County will have the option to apply the following remedies:
  - 12.3.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the substandard performance, specify steps to return performance to an acceptable level, and the monitoring methods to prevent recurrence.
  - 12.3.2 Reduce payment to the Contractor by a computed amount based on the assessment fee(s) in the PRS.
  - 12.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or substandard levels of performance.
  - 12.3.4 Failure of the Contractor to comply with the County's request(s) to improve performance or to perform work specified within ten (10) business days shall constitute a breach of contract, and authorize the County to have the service(s) performed by another. The entire cost of the replacement work due to the Contractor's breach, as solely determined by the County, shall be credited to the County on the Contractor's future invoice.

This Sub-paragraph does not limit the County's exclusive right to terminate the Contract upon ten (10) business day's written notice with or

without cause, as provided for in Paragraph 8.42 (Termination for Convenience) of the Contract.



## PRICING SHEET

The Contractor shall submit monthly invoices for actual costs incurred for services listed below and provided under the Statement of Work. The Contractor shall retain all relevant supporting documents and make them available to the Probation Department at any time for audit purposes.

FUNCTIONAL FAMILY THERAPY (FFT)		
	Phase 2	Phase 3 Ongoing
Team 1		\$8,000 per year
		\$666.67 per month
Team 2		\$8,000 per year
		\$666.67 per month
Replacement Training for Therapist		\$6,000 (2 x \$3000 each)
Replacement Training for Site Supervisor	\$20,400 for 1 Supervisor \$1,700/month for 12 months	
FUNCTIONAL FAMILY PROBATION (FFP)		
	Phase 2	Phase 3 Ongoing
Team 1 and Team 2		\$666.67 per month/team
Replacement Training for Interventionists		\$25,000 (10 x \$2,500 each) (10 x \$2,500 each)
Replacement Training for Site Lead	\$20,400 for 1 Site Lead \$1,700/month for 12 months	

\*Subject to change upon approval by County and Contractor.

**INTENTIONALLY OMITTED**

**CONTRACTOR'S EEO CERTIFICATION**

Functional Family Therapy LLC (FFT LLC)

Company Name

1251 NW Elford Drive, Seattle WA 98177

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.

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

Signature

Date

Name and Title of Signer (please print)

## COUNTY'S ADMINISTRATION

---

CONTRACT NO.

## COUNTY'S CONTRACT MANAGER:

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

## COUNTY'S PROGRAM MANAGER:

Name: Paul Vinetz  
Title: Bureau Chief  
Address: 7555 Van Nuys Blvd., 4<sup>th</sup> Floor  
Van Nuys, CA 91405  
Telephone: 818-904-8064  
Facsimile \_\_\_\_\_  
E-Mail Address: Paul.Vinetz@probation.lacounty.gov

## COUNTY'S CONTRACT ANALYST:

Name: Nelson D'Angelo  
Title: Contract Analyst  
Address: 9150 East Imperial Highway, Room C-29  
Downey, CA 90242  
Telephone: 562-658-4306  
Facsimile \_\_\_\_\_  
E-Mail Address: Nelson.D'Angelo@probation.lacounty.gov

## COUNTY'S CONTRACT MONITOR:

Name: Craig Norris  
Title: Supervising Program Analyst  
Address: 7639 South Painter Avenue  
Whittier, CA 90602  
Telephone: 562-907-3133  
Facsimile 562-464-2831  
E-Mail Address: Craig.Norris@probation.lacounty.gov

**CONTRACTOR'S ADMINISTRATION**

**FUNCTIONAL FAMILY THERAPY LLC (FFT LLC)**

---

**CONTRACTOR'S NAME**

**CONTRACT NO:** \_\_\_\_\_

**CONTRACTOR'S PROJECT DIRECTOR:**

Name: Doug Kopp

Title: CEO

Address: 1251 NW Elford Drive  
Seattle, WA 98177

Telephone: (206) 409-7198 or (206) 369-5894

Facsimile \_\_\_\_\_

E-Mail Address: dkfft@msn.com

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: Doug Kopp

Title: CEO

Address: 1251 NW Elford Drive  
Seattle, WA 98177

Telephone: (206) 409-7198 or (206) 369-5894

Facsimile \_\_\_\_\_

E-Mail Address: dkfft@msn.com

**NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:**

Name: Holly DeMaranville

Title: Communications Director

Address: 1251 NW Elford Drive  
Seattle, WA 98177

Telephone: (206) 369-5894

Facsimile \_\_\_\_\_

E-Mail Address: hollyfft@comcast.net

## EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that \_\_\_\_\_ is my sole employer for purposes of this employment.

I rely exclusively upon \_\_\_\_\_ for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer \_\_\_\_\_ and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

Print

Original must be signed by each employee by first day of employment and must be retained by Contractor(s)

Copy must be forwarded by Contractor(s) to County Worker's Compensation Division with the Los Angeles County Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010, within five (5) business days.

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**Contractor ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

**(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)**

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

**(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)**

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**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 the Contracts or the 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.
- 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 the Contractors who enter into the Contracts that commence after July 11, 2002. This chapter shall also apply to the Contractors with existing Contracts which are extended into option years that commence after July 11, 2002. The 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)

**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.**

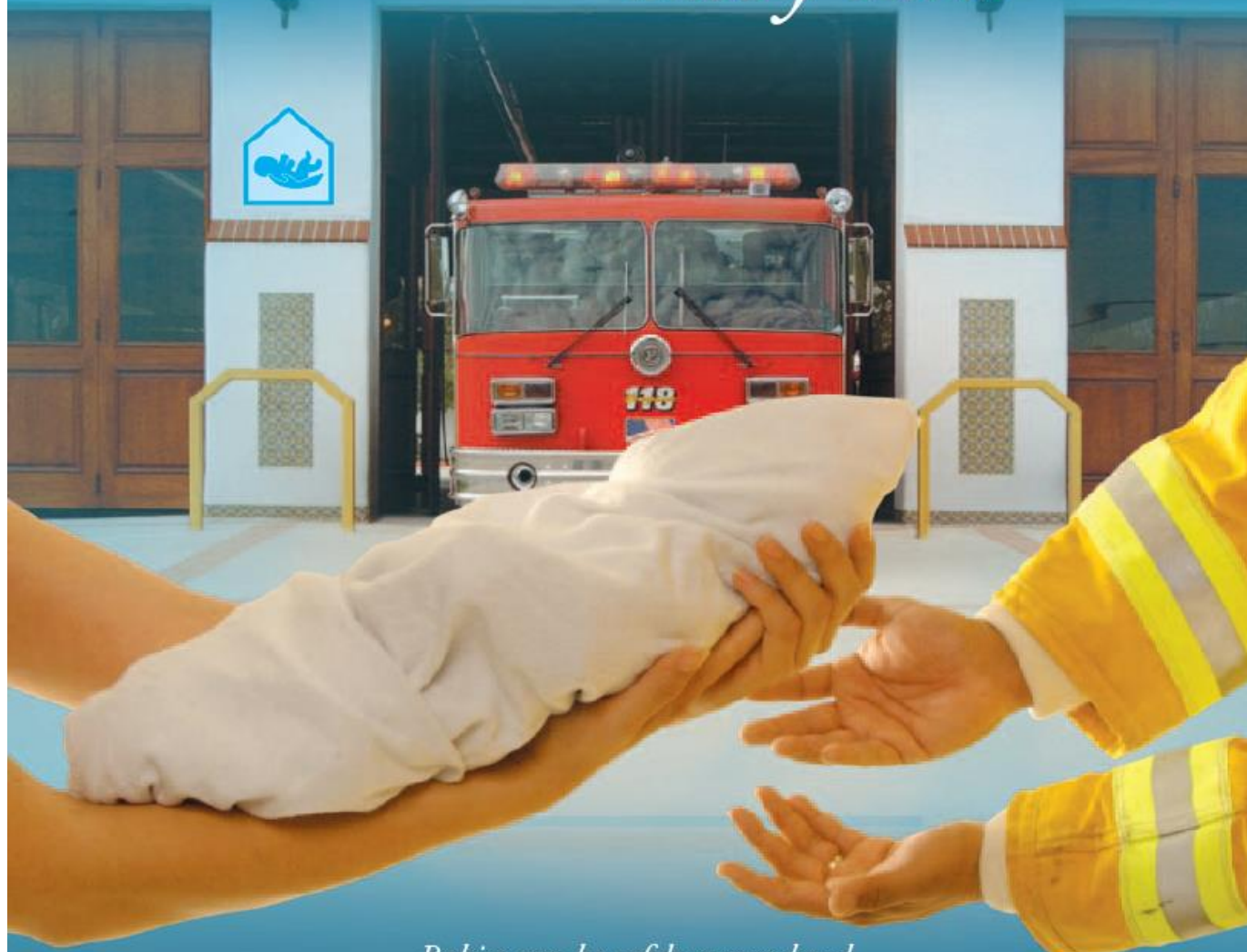
If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## **SAFELY SURRENDERED BABY LAW**

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

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

# *Safely* Surrendered *Baby Law*



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

No shame. No blame. No names.

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

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



# 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.

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

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

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

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

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

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





# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

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

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

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

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

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

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

## Historia de un bebé

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



**INTENTIONALLY OMITTED**



COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT – INTERNAL AFFAIRS BUREAU  
9150 East Imperial Highway  
Downey, CA 90242

**BACKGROUND REQUEST FORM**

Email Form to: [Vivian.Gonzalez@probation.lacounty.gov](mailto:Vivian.Gonzalez@probation.lacounty.gov)



Requesting Agency: \_\_\_\_\_

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

City and Zip Code: \_\_\_\_\_

Agency Contact Person: \_\_\_\_\_

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

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

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

LEAD AGENCY (if different): \_\_\_\_\_

**LIVE SCAN SCHEDULE:**

**Monday & Friday: 8:30 AM – 4:30 PM**

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

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

Instructions to Applicants:

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

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

<b>1. YOUR FULL NAME</b>					
LAST		FIRST		MIDDLE	
<b>2. OTHER NAMES YOU HAVE USED OR BEEN KNOWN BY (INCLUDE MAIDEN NAME AND NICKNAMES)</b>					
<b>3. ADDRESS WHERE YOU LIVE</b>					
NUMBER / STREET				APT / UNIT	
CITY				STATE	ZIP
<b>4. EMAIL ADDRESS</b>					
<b>5. CONTACT NUMBERS</b>					
HOME (    )		WORK (    )		EXT	OTHER (    ) <input type="checkbox"/> CELL <input type="checkbox"/> FAX
<b>10. BIRTHDATE (MM/DD/YYYY)</b>		<b>11. SOCIAL SECURITY NUMBER</b>		<b>12. DRIVER'S LICENSE</b>	
		—    —		NUMBER:	STATE:    EXPIRES:

**Instructions:** Indicate your response by using an "X" on the line next to "Yes" or "No".

- |   |           |          |
|---|-----------|----------|
| 1. Are you currently on any type of probation or parole?  | Yes _____ | No _____ |
| 2. Do you have any outstanding failure to appear?   | Yes _____ | No _____ |
| 3. Have you ever been convicted of a sex offense?   | Yes _____ | No _____ |
| 4. Have you ever been convicted for a crime against children?   | Yes _____ | No _____ |
| 5. Have you ever been convicted for crimes relating to the use of weapons?                                      | Yes _____ | No _____ |
| 6. Have you ever been convicted of a crime that contained elements of violence (assault, battery, mayhem, etc.) | Yes _____ | No _____ |
| 7. Have you ever been arrested for prostitution, pandering or pimping?  | Yes _____ | No _____ |
| 8. Do you have any felony conviction within the past three (3) years?   | Yes _____ | No _____ |

If you answered "Yes" to question number 8, please provide information below for each offense.

Conviction Date	Violation Code	Violation Title	Conviction Type/Court Disposition	Court Name	Sentence Imposed

## **ACKNOWLEDGEMENT**

Please note that your application is subject to verification during your background investigation. It is in your best interest to be thorough and honest in your responses. Integrity weighs heavily in the evaluation of any applicant being considered for hire. Providing false information and/or withholding information, may disqualify your application.

By signing this acknowledgement, you certify that the above information is correct and current. You hereby authorize Los Angeles County Probation Department to obtain criminal record information from any agency which may have your background history, including any records of arrests, investigations, convictions, and other reports.

You hereby fully release and discharge Los Angeles County Probation Department, its officers, agents, and employees, and any agencies, from any and all claims for damages which may arise from participating in, or as a result of, the background check to the fullest extent authorized by the laws of the state of California.

**Do you understand this acknowledgement?** Yes\_\_\_\_\_No\_\_\_\_\_

**Do you have any questions about this acknowledgement?** Yes\_\_\_\_\_No\_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Revised 07/01/18

**INTENTIONALLY OMITTED**

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

Page 1 of 3

**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**2.206.010 Findings and declarations.2.206.020 Definitions.2.206.030 Applicability.2.206.040 Required solicitation and contract language.2.206.050 Administration and compliance certification.2.206.060 Exclusions/Exemptions.2.206.070 Enforcement and remedies.2.206.080 Severability.**2.206.010 Findings and declarations.**

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

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

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

**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;



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

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:
- D.
  1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

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

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

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:

# CONTRACT DISCREPANCY REPORT

**TO:**

**FROM:**

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

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

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

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

Signature of County Representative

---

Date

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

Signature of Contractor Representative

---

Date \_\_\_\_\_

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

Signature of County Representative

---

Date

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

**Contractor NOTIFIED OF ACTION:**

County Representative's Signature

---

Date

Contractor Representative's Signature

---

Date

**CONFIDENTIALITY OF CORI INFORMATION**

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

You are required to protect the information contained in 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)**

---

**Classification/Title**

---

**Date**

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

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

<b>REQUIRED SERVICES</b>	<b>STANDARD</b>	<b>MAXIMUM ALLOWED DEVIATION (AQLS)</b>	<b>METHOD OF SURVEILLANCE</b>	<b>LIQUIDATED DAMAGES FOR EXCEEDING THE AQLS</b>
Overall compliance with Section 1.0 (Scope of Work) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
Overall compliance with Section 2.0 (Specific Tasks) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- Random Inspections</li> <li>- Random Samplings</li> <li>- Information from Contractor Reports</li> </ul>	\$100 per day until rectified
Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met pursuant to Section 3.0 (Quality Control Plan) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
Personnel assigned to provide service under this contract shall be fingerprinted prior to employment pursuant to Subparagraph 7.5.1 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously pursuant to Subparagraph 7.5.2 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
Contractor shall reimburse County for record check pursuant to Subparagraph 7.5.6 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
Contractor in compliance with Standard Terms and Conditions as referenced in Section 8 (Standard Terms and Conditions) of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- Random Inspections</li> <li>- Random Samplings</li> <li>- Information from Contractor Reports</li> </ul>	\$100 per day until rectified

## ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

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

### PROPOSER CERTIFICATION

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

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

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

Print Name:	Title:
Signature:	Date:

## COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

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

### PROPOSER/CONTRACTOR CERTIFICATION

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

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

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

Print Name:	Title:
Signature:	Date:

### SOLE SOURCE CHECKLIST

Check (√)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b> <b>Identify applicable justification and provide documentation for each checked item.</b>
<b>X</b>	<p>➤ Only one bona fide source (monopoly) for the services exists; performance and price competition are not available. Monopoly is <i>an “Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i></p> <p>Functional Family Therapy LLC (FFT LLC) is the sole proprietor of Functional Family Therapy (FFT) and Functional Family Probation (FFP) in the United States and the sole provider in California.</p>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or Federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

---

 Chief Executive Office

---

 Date





# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

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



**TERRI L. McDONALD**  
Chief Probation Officer

August 5, 2019

TO: Each Supervisor

FROM: Terri L. McDonald   
Chief Probation Officer

**SUBJECT: NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE  
CONTRACT WITH FUNCTIONAL FAMILY THERAPY LLC**

On December 12, 2017, the Probation Department (Probation) entered into a Sole Source Contract with California Institute for Behavioral Health Solutions (CIBHS) to provide training on Functional Family Therapy (FFT) Training and Functional Family Probation (FFP) Training to probation staff. At that time, CIBHS held exclusive rights to provide FFT and FFP granted by Functional Family Therapy LLC., (FFT LLC), who is the sole proprietor of FFT and FFP in the United States. However, on February 20, 2019, CIBHS notified Probation that it would no longer be providing these services. As a result, FFT LLC. has elected to provide the services since they are the sole proprietor of FFT and FFP.

In accordance with your Board's motion on March 2, 1999 (revised August 4, 2015), I am informing you of a Sole Source Service Contract with FFT LLC for an estimated amount of \$192,000 for a two (2) year term, which we intend to negotiate. FFT LLC will provide FFT and FFP Training to probation staff. Following Board approval, FFT LLC will provide the services under a proposed two (2) year term with an option to extend for up to two (2) additional two (2) year periods. To this end, and pursuant to the Board's August 4, 2015 motion, we will proceed with negotiating the sole source contract with FFT LLC in four (4) weeks, unless otherwise instructed by your Board.

If you have any questions regarding this contract, please contact Sheila Mitchell, Chief Deputy for Juvenile Services at (562) 940-2511, or Felicia Cotton, Deputy Director for Juvenile Field Services Bureaus at (562) 940-2526.

TLM:SEM:FC:th

c: Chief Executive Officer  
Executive Officer, Board of Supervisors  
County Counsel

February 11, 2020

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

Dear Supervisors:

**PROBATION DEPARTMENT'S ACCEPTANCE OF THE JUDICIAL COUNCIL OF  
CALIFORNIA'S PRETRIAL RELEASE PILOT PROGRAM GRANT AWARD  
(3-VOTES)**

**SUBJECT**

On August 9, 2019, the Judicial Council of California (Judicial Council) awarded the Superior Court of the County of Los Angeles (Superior Court) with a \$17.3 million grant to conduct a two-year local Pretrial Release Pilot Program (Pilot) whose objectives are to increase the number of inmates who can safely be released before trial and use the least restrictive monitoring practices possible to ensure their return for court appearances.

The Probation Department (Probation) was identified in the Superior Court's application as the County's lead department. It is estimated that The Department will be allocated approximately \$15.6 million for staffing costs, pretrial risk and needs assessments, pretrial supervision, and treatment and support services provided through Community Based Organizations and/or County departments. Information Systems Advisory Body (ISAB) will be directly allocated by the Superior Court with an estimated \$1.6 million for information technology systems upgrades. The Pilot will be cost neutral; whereby, County departments will design the scope of their operations to the funding allocation provided by the Superior Court. County Counsel has prepared a corresponding Pretrial Release Pilot Program Memorandum of Agreement (MOA) with the Superior Court.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Interim Chief Probation Officer to accept a \$15.6 million grant allocation from the Superior Court of the County of Los Angeles to operationalize a local pilot under the Judicial Council of California's Pretrial Pilot Program.
2. Authorize Interim Chief Probation Officer to execute the Pretrial Release Pilot Program MOA (Attachment I) with the Superior Court of the County of Los Angeles, including delegated authority to approve necessary changes to the scope of service, non-material, technical, and administrative changes, and to terminate the MOA, in whole or in part.

3. Delegate authority to the Interim Chief Probation Officer, or his designee to negotiate, execute, amend, modify, and/or extend agreements with governmental and non- governmental agencies to provide services consistent with the Pilot, upon approval as to form by County Counsel.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Judicial Council's Pretrial Pilot Program's objectives are to increase the number of inmates who can safely be released before trial through the use of validated risk and/or needs assessment tools and the application of the least restrictive monitoring practices possible to ensure their return for court appearances. The Superior Court will also measure any potential disparate impact or bias the pilot may produce based on race, ethnicity, and gender.

These objectives align with the Board's efforts to reform the local criminal justice system and depopulate the County jails through diversion and alternatives to incarceration. Currently, the County jails' average daily population is 17,000 inmates of whom there are approximately 7,500 (44%) pretrial inmates. The Department's existing Bail Deviation Program does provide pretrial inmates with an opportunity to be assessed and, if eligible, be recommended to a magistrate for prearrangement release; however, this is a self-referral program that receives requests from only a small fraction of the pretrial population.

The proposed Pilot is anticipated to reduce the jails' pretrial population by providing pretrial inmates with two opportunities for non-monetary release:

1. Pre-arraignment Risk Assessment: Anyone booked by a County law enforcement agency will have a static risk assessment automatically performed and delivered to a magistrate; whereby, the Bail Deviation Program essentially becomes automated and mandatory. Upon approval by a magistrate, eligible low risk individuals will be released on their own recognizance with minimal monitoring. e.g. Text court date reminders. All remaining individuals will be detained for arraignment.
2. Arraignment Needs Assessment: Individuals detained for arraignment at the Clara Shortridge Foltz Criminal Justice Center (CJC), in downtown Los Angeles, will have a dynamic needs assessment performed prior to arraignment. The static risk and dynamic needs assessments will be taken into consideration by the judge for potential pretrial release. Individuals who are pretrial released will be subject to the least restrictive pretrial release conditions, ranging from text court date reminders, telephone check-in, GPS/electronic monitoring. As indicated by each individual's needs assessment, pretrial release may also include court-ordered treatment and support services provided by community-based providers.

The Superior Court anticipates the Pilot will be operational by March 1, 2020.

In addition to the Pilot's non-monetary pretrial release opportunities, money bail will remain a pretrial release option as determined by an individual's pre-arraignment charge and later by the arraignment judge.

### **Implementation of Strategic Plan Goals**

The Pilot will support Strategy I.3 – Reform Service Delivery Within Our Justice Systems, by depopulating the County jails and providing rehabilitative services to those involved with the County's justice systems to reduce the risk of recidivism, and support successful re-entry into our communities

### **FISCAL IMPACT/FINANCING**

The Judicial Council has awarded the Superior Court with \$17.3 million to operate the Pilot. The Department will be allocated approximately \$15.6 million for staffing costs, risk and needs assessments, supervision, and treatment and support services. ISAB will be allocated up to \$1.6 million for necessary information technology systems upgrades. Note: The Superior Court, as an ISAB voting member, provides ISAB with direct funding.

The Superior Court will establish a process with The Department to reimburse costs incurred under this Pilot, up to the funding allocation. In turn, The Department will be responsible for monitoring and reimbursing partner County departments and corresponding CBOs for their respective Pilot costs.

The Pilot will be cost neutral to the County; whereby, The Department and the County departments will limit the scope of the Pilot's operations to the funding allocation provided by the Superior Court.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On August 28, 2018, Senate Bill 10 (SB10) was signed by Governor Brown into law. SB10 establishes pretrial services operations to perform pretrial risk assessments and corresponding recommendations that will be submitted, within 24 hours of booking, to a judge for consideration of an individual's eligibility for pretrial release. SB10 eliminates the current money bail option. SB10 contemplates probation departments, upon approval by the local board of supervisors, as the local pretrial services agency responsible for the risk assessment and pretrial release supervision, including any treatment and support services. SB10 is largely an unfunded State mandate; whereby, preliminary CEO estimates projected the proposed Statewide funding amount would be insufficient for County start-up and ongoing operations.

On January 16, 2019, the Secretary of State confirmed a referendum on SB10 qualified for the November 2020 ballot; therefore, SB10 implementation is suspended pending the outcome of the election. The CEO is monitoring the status of SB10 and the referendum.

During the interim, the State Budget Act of 2019 appropriated \$75.0 million to the Judicial Council to fund the implementation, operation, and evaluation of pretrial decision-making pilots in at least 10 courts within the state. Upon award, the pilot duration is through December 30, 2021.

On August 9, 2019, the Superior Court was awarded \$17.3 million to implement the Pilot in partnership with The Department.

The Pilot will conform to existing laws:

- Penal Code 1269(c) permits the release of eligible pretrial inmates by a judge or magistrate. The Department's existing Bail Deviation Program operates under the auspices of PC1269(c).
- There will be no change to money bail which will remain a pretrial release option for eligible inmates.
- Law enforcement's current cite and release policies and procedures remain unchanged.

The County departments participating in the Pilot include: Probation, District Attorney, Public Defender, Alternate Public Defender, Sheriff, and the Information Services Advisory Body.

The Superior Court and The Department will design the Pilot to take into account the potential outcomes of the November 2020 election.

On February 5, 2019, the Board directed County Counsel to work with the Superior Court and County departments to increase the use of pre-plea diversion programs and to hire a consultant to develop and implement additional bail reform pilots. This project is in-progress and will be separate but complementary with the Pilot and other existing pretrial diversion projects.

### **CONTRACTING PROCESS**

County Counsel has prepared the corresponding Pretrial Release Pilot Memorandum of Understanding (MOU) between the Court and The Department (Attachment I)

### **IMPACT ON CURRENT SERVICES**

The Pilot is comprised of three primary operations which will have the following impact:

1. Pre-arraignment Risk Assessment:

- Law enforcement agencies will need to be trained on Pilot release/detain policies and procedures. The potential impact on the booking process and inmate housing at local patrol stations and the Sheriff's Inmate Reception Center is unknown.
- The Department will be responsible for monitoring low risk individuals on pretrial release. Pretrial release is anticipated to be release own recognizance with minimal monitoring, such as text court date reminders.

2. Arraignment Needs Assessment:

- The Pilot's arraignment operation will be conducted in three courtrooms within the CJC in downtown Los Angeles.
- The Department will contract with a "super navigator" to provide individuals who are released pretrial with linkages to treatment and/or support service providers, as indicated by the needs assessment. County departments may also add staff onsite at CJC to provide their services.

3. Pretrial Supervision:

- The Department, Community Based Organizations and/or County departments will leverage the resources of existing programs to maximize the extent of the Pilot's treatment and support services.

## CONCLUSION

The Pilot provides an opportunity for Los Angeles County to be at the forefront of bail reform and is in line with previous motions by your Board. As this effort is fully funded by the Judicial Council grant, this is an excellent opportunity to gain insight, knowledge and experience in anticipation of SB10, or similar legislation.

Respectfully submitted,

---

Raymond Leyva, Interim  
Chief Probation Officer

Attachments (1)

- c: Executive Office, Board of Supervisors  
Chief Executive Office  
County Counsel

**MEMORANDUM OF AGREEMENT**

BETWEEN

THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

AND

THE COUNTY OF LOS ANGELES

**FOR THE LOS ANGELES PRETRIAL RELEASE PILOT PROGRAM****I. Introduction**

The Superior Court of California, County of Los Angeles (“Court”) and the County of Los Angeles (“County”) acknowledge the need to collaborate to implement, operate, and evaluate programs and efforts related to pretrial decision-making. To that end, the Court and the County will work together on the Los Angeles Pretrial Release Pilot Program (“Pilot”).

The Court applied for funding from the Judicial Council of California (“Judicial Council”) for the proposed Pilot. On August 9, 2019, the Judicial Council awarded the Court funding to conduct the Pilot.

The Pilot will require significant contributions from the County, including resources for pretrial assessment services and the supervision and monitoring of arrestees and defendants pending trial, and from the Court, including resources for judicial officers and information technology infrastructure. This Memorandum of Agreement (“MOA”) outlines the Court's and the County's responsibilities and ensures that the Court will reimburse the County for the expenditures incurred to carry out its responsibilities as set forth below.

**II. Responsibilities****A. The Court will:**

- Administer the grant award from the Judicial Council, including reimbursing the County on a quarterly basis for expenditures incurred to carry out its responsibilities;
- Validate the static (Public Safety Assessment, PSA) and dynamic (Criminal Court Assessment Tool, C-CAT) pretrial risk assessment instruments with local historical data;
- Provide the County the local historical data and the results of the validation studies of the PSA and C-CAT and program data to evaluate the process and outcomes of the Pilot;
- Implement and maintain necessary information technology systems to deliver pretrial risk assessment reports to judicial officers prearrestment and to



deliver subsequent release decisions to law enforcement agencies, including the Los Angeles County Probation Department (Probation);

- Work with law enforcement agencies to develop and implement training regarding the automated pretrial risk assessment and the subsequent release or detention process;
- Assign and train judicial officers to make prearrest release decisions based on pretrial risk assessment results provided by the County;
- Provide training to judicial officers assigned to make release decisions at arraignment at the Clara Shortridge Foltz Criminal Justice Center; and
- If deemed necessary and appropriate and with the agreement of the County, contract for supervised release services that Probation would be responsible for managing.

B. The County will:

- Administer the PSA for all arrestees countywide when a booking number is pulled and maintain the resulting data;
- Provide necessary support for the Court-funded development, implementation, and maintenance of information systems necessary to store all pretrial risk assessment data obtained prearrest and at arraignment;
- Communicate the Court's pretrial release decisions to local law enforcement agencies until the Court can submit this information electronically;
- Fulfill the terms of pretrial supervision that a judicial officer imposes as conditions of release from the agreed upon menu of services and conditions;
- Report data required by the Court to meet the requirements of the grant, as outlined in the application for grant funding;
- Submit claims for reimbursement of actual expenditures incurred to carry out the County's responsibilities to the Court quarterly, no later than 30 days after the close of each quarter. Such expenditures shall not exceed the amounts indicated in Attachment A to this MOA; and
- Comply with all audits of the Court, Judicial Council, or external auditors and provide documentation as requested.

### **III. Term**

The term of this MOA will commence upon execution by both parties. The term of this MOA will end when the funding from the Judicial Council awarded for the Pilot is fully expended, but no later than June 30, 2021. This MOA may be terminated at any time without cause by either party upon giving at least 30 days prior written notice to the other party.

### **IV. Funding**

Performance under this MOA is contingent upon the Judicial Council awarding the Court grant funding for the Pilot as set forth in its August 9, 2019 award notice.

The Court will reimburse the County the amounts specified in the final pilot program budget as specified in the Intrabranh Agreement between the Judicial Council and Court pursuant to this program, as reflected in Attachment A. Program services will cease on June 30, 2021, while pilot activities may continue until December 31, 2021, as the budget allows (e.g., to support reporting activities and completion of deliverables). County will submit an estimate of projected expenses on or before May 15, 2021. No reimbursement will be made for services to arrestees and defendants who enter the program after June 30, 2021. No reimbursement will be made for expenses incurred after December 31, 2021. No billing will be accepted after January 15, 2022, to ensure sufficient time for the Court to reconcile the allocation of funds from the Judicial Council to final program expenditures.

If the Judicial Council, its auditors, or other auditors disallow any expenses, the Court will inform the County and direct it to return the disallowed amount to the Court. The Court will add the amount to any payment due to the County or that may become due to the County.

## **V. Notices**

Any notice required or permitted to be given under the terms of this MOA shall be in writing and delivered by overnight mail and email. Notices shall be sent to the following persons:

Timothy J. Kral  
Principal Deputy County Counsel  
211 West Temple Street, 8th Floor  
Los Angeles, California 90012  
tkral@counsel.lacounty.gov

Craig M. Hoetger  
Senior Deputy County Counsel  
653 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012  
choetger@counsel.lacounty.gov

Bryan Borys  
Director, Research and Data Management  
Superior Court of California, County of Los Angeles  
111 North Hill Street, Room 105E  
Los Angeles, California 90012  
bborys@lacourt.org

## **VIII. Amendments**

Amendments to the MOA will require agreement by both the County and the Court. Amendments to the MOA must be in writing and approved as to form by County Counsel and Court Counsel. Amendments to the MOA will require a new signature page verifying agreement and acknowledgment of the changes. The parties will promptly notify all affected County and Court personnel of amendments to the MOA.

The persons signing this MOA represent that they are authorized to bind their respective parties.

On behalf of the SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES:

\_\_\_\_\_  
SHERRI R. CARTER  
Executive Officer/Clerk of Court  
Superior Court of California, County of Los Angeles

\_\_\_\_\_  
Date

On behalf of the COUNTY OF LOS ANGELES:

\_\_\_\_\_  
RAYMOND LEYVA, Interim  
Chief Probation Officer  
County of Los Angeles

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
IVETTE PEÑA  
Chief Deputy, Legal Services/Court Counsel  
Superior Court of California, County of Los Angeles

\_\_\_\_\_  
MARY C. WICKHAM  
County Counsel  
County of Los Angeles

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attachment A**  
**Pretrial Pilot Program**  
**Superior Court of California, County of Los Angeles**  
**Budget**

Agency / Contractor	Amount
County of Los Angeles Probation Department	15,581,304
Information Systems Advisory Body (ISAB) / Superior Court of California, County of Los Angeles <sup>(1)</sup>	1,600,000
<b>Total</b>	<b>\$ 17,181,304</b>

(1) Costs may be interchangeable between Los Angeles County and Superior Court of California, County of Los Angeles.

---

# TISSUE & ORGAN PROCUREMENT IN LOS ANGELES COUNTY

PRESENTATION TO THE LOS ANGELES COUNTY BOARD OF SUPERVISORS

DEPARTMENT OF MEDICAL EXAMINER-CORONER  
DR. JONATHAN LUCAS  
CHIEF MEDICAL EXAMINER-CORONER



FEBRUARY 4, 2020

# ROLE OF DONATIONS

- Why are donations important?
- Organ vs. tissue donation
- Used >99%\* for non-cosmetic purposes
- Donations save lives

\*per OneLegacy

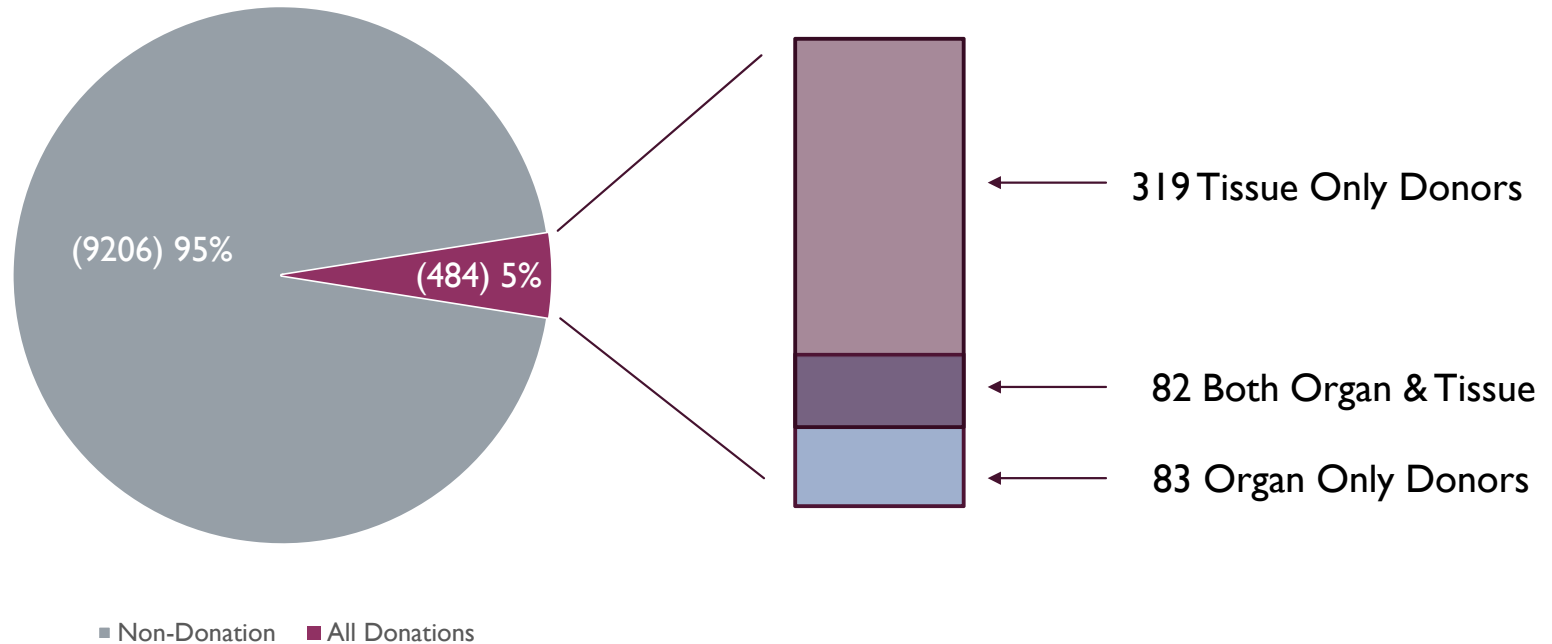
# DONATIONS IN LA COUNTY

- Role of Medical Examiner/Coroner in donations
- Role of the County
- Other parties involved



# DONATIONS IN DMEC CASES

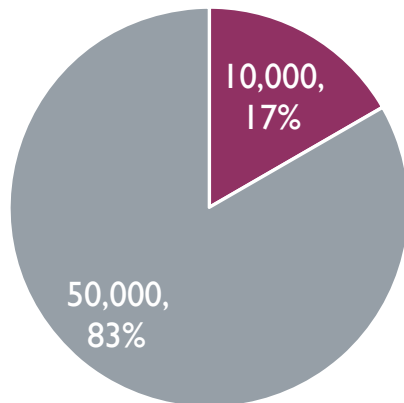
In 2018, tissue and/or organ recovery occurred in **5%** of DMEC cases



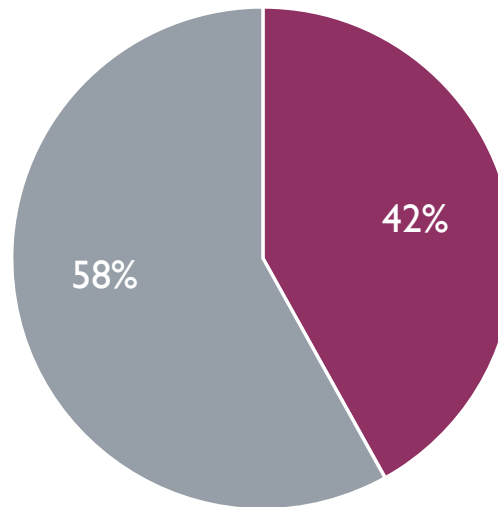
# DONATIONS IN LA COUNTY (2014-2018)

■ Non-DMEC ■ DMEC cases

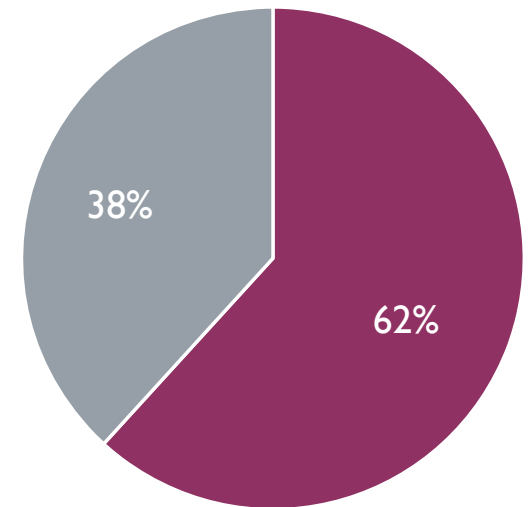
All LA County Deaths (Annually)



All LA County TISSUE Donors  
(5,255 total)



All LA County ORGAN Donors  
(1,185 total)



Over 5 yrs (2014-2018), 2203 of 5255 tissue donors and 732 of 1185 organ donors in LA County were DMEC cases

# DONATION PROCESS

- Dept. Medical Examiner - Coroner (DMEC) works with organ procurement organizations (OPO)
- Ensure decedent or family wishes are met
- Safeguard integrity of DMEC death investigations
- Together, we provide tissue and organs that save lives/improve quality of life

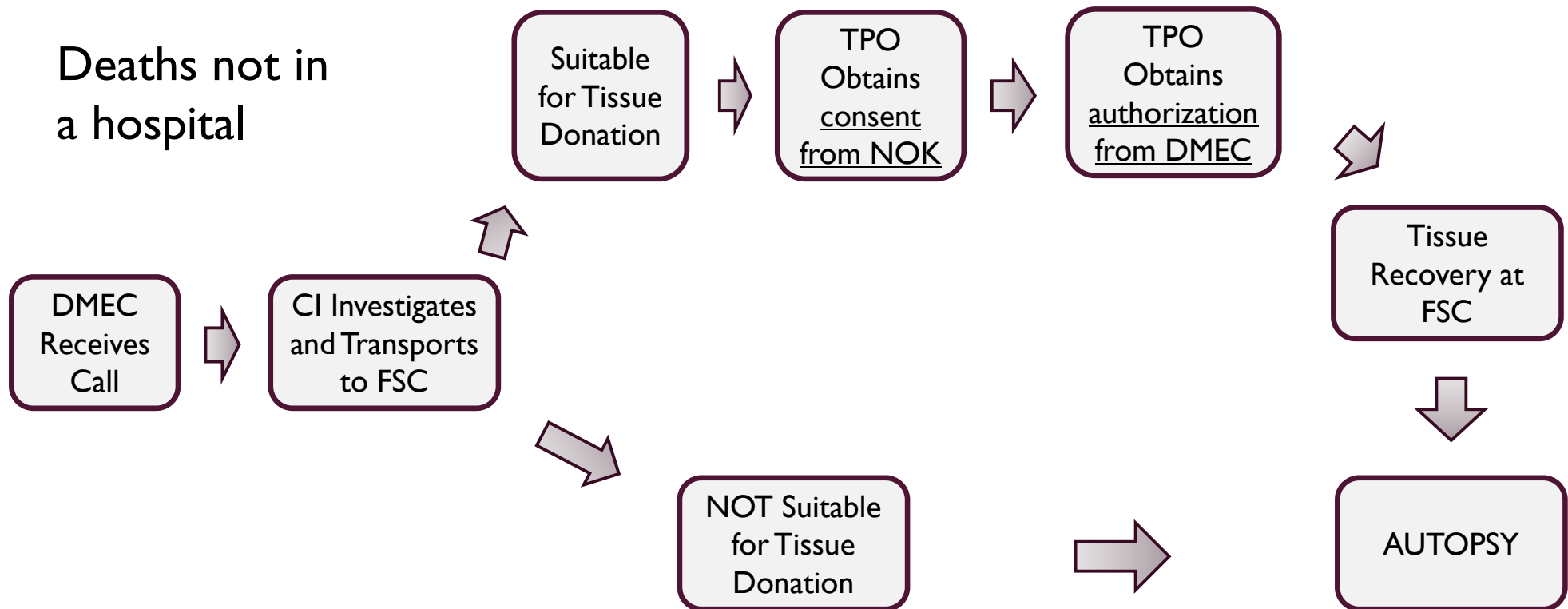
# PROCUREMENT ORGANIZATIONS

- Non-profit organizations
- Certification as tissue & organ procurement organization
- Relationship with LA County

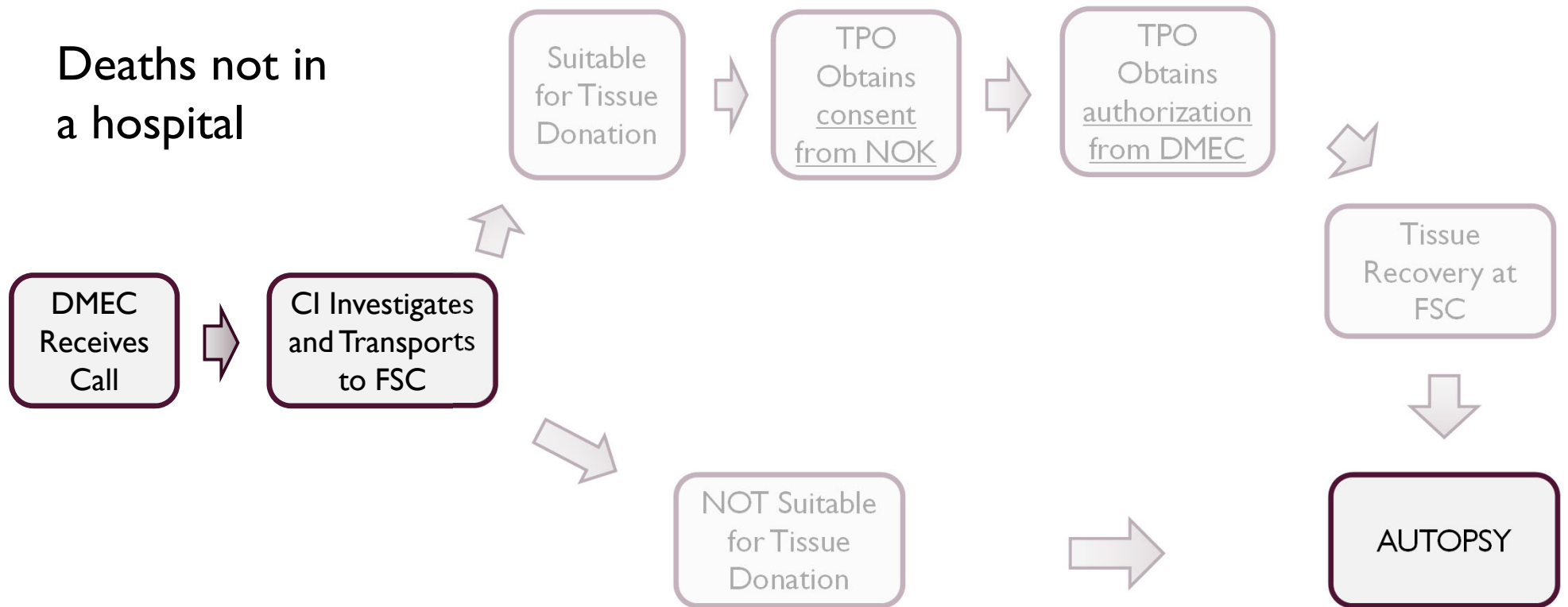
# PROCUREMENT POLICIES

- Procurement timeliness
- DMEC notification / evaluation
- Authorization from DMEC and Consent from family
- Procurement process

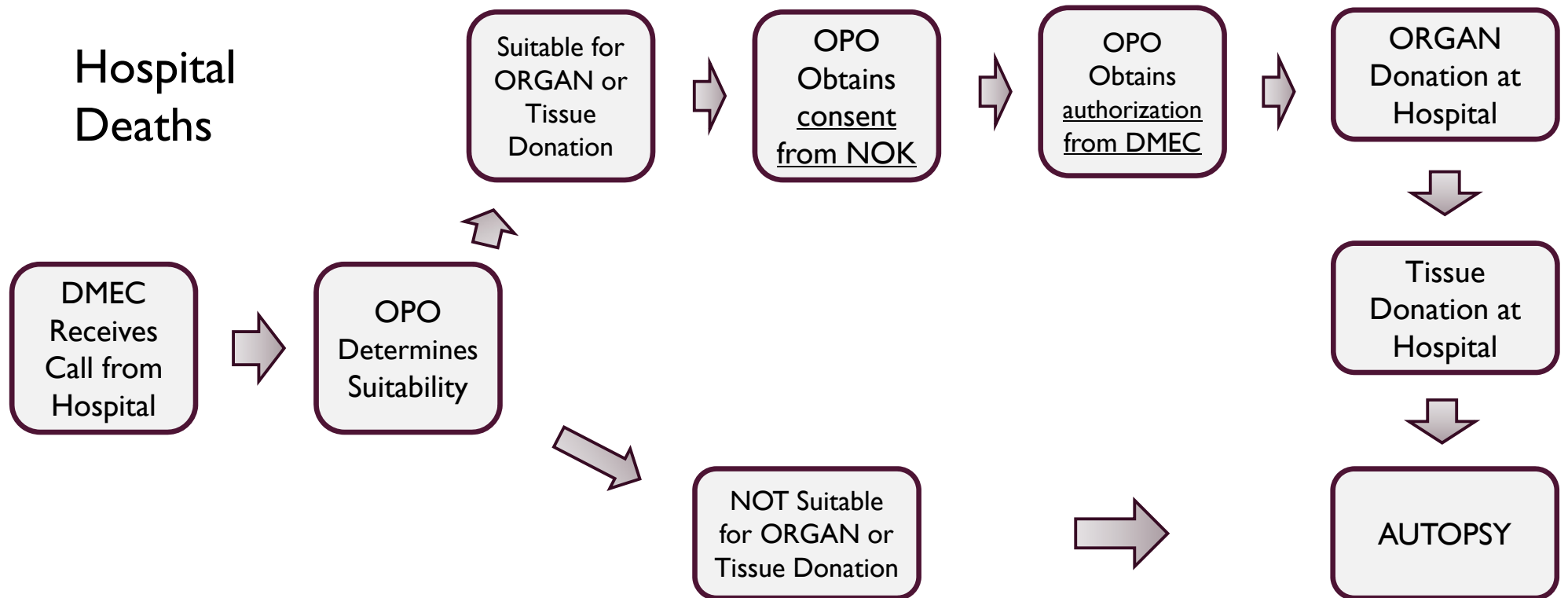
# PROCUREMENT PROCESS



# PROCUREMENT PROCESS

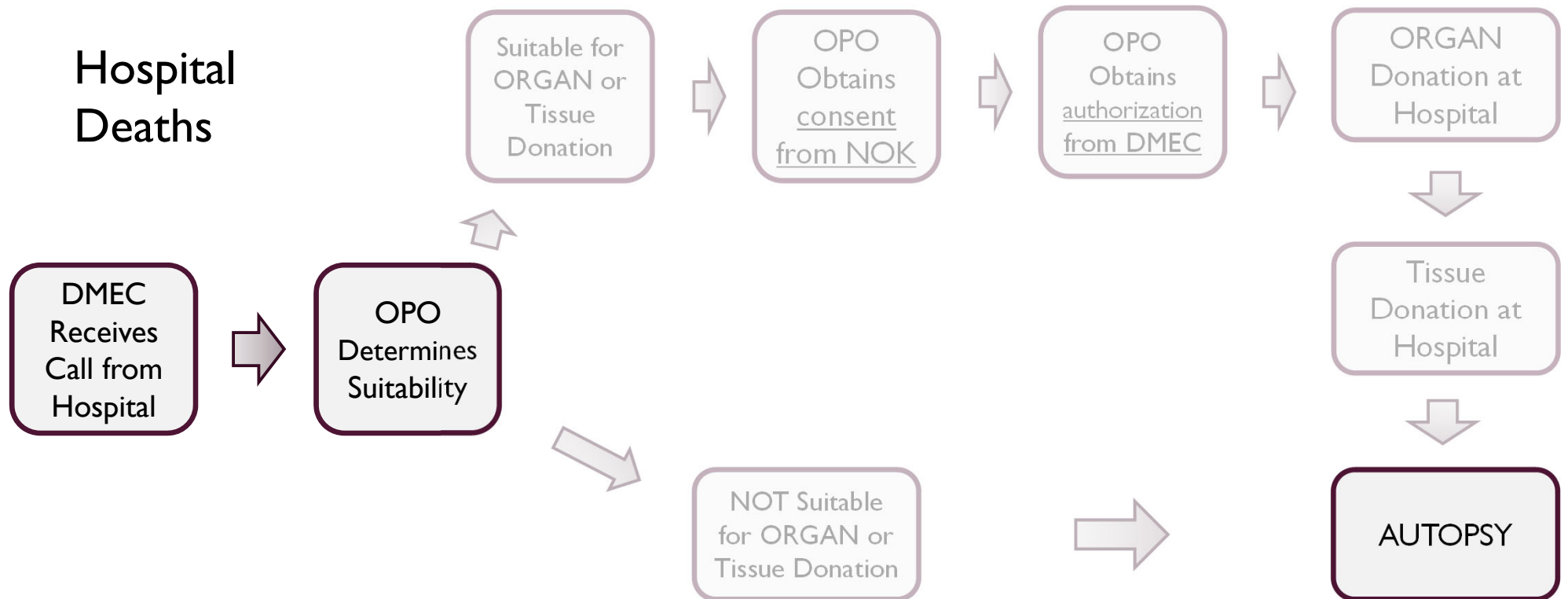


# PROCUREMENT PROCESS





# PROCUREMENT PROCESS



# UNDETERMINED CASES

	ALL DMEC CASES (2017-2019)	DONATION CASES
Total Cases	27,902	1,502
Cause of Death Undetermined	496	28
Percentage Undetermined	1.7%	1.9%

# IMPROVEMENTS

- Continue regular meetings with OneLegacy
- Photo of all decedents prior to and during recovery
- Improved case management system

# ORGAN DONATIONS SAVE LIVES

- Thank you