



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICER
Fesia A. Davenport

**PUBLIC SAFETY
CLUSTER AGENDA REVIEW MEETING**

DATE: Wednesday, October 25, 2023
TIME: 9:30 a.m.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS' AUGUST 8, 2023, ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL MARCH 31, 2024.
TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996
ID: 169948309# [Click here to join the meeting](#)

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 per person in total for each item.

- 1. CALL TO ORDER**
- 2. GENERAL PUBLIC COMMENT**
- 3. INFORMATIONAL ITEM(S):** [Any Informational Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
 - A. Board Letter:**
REQUEST TO AUTHORIZE THE ACQUISITION OF ONE COMPUTER TOMOGRAPHY (CT) SCANNER SYSTEM AND TRAILER
Speaker(s): Akiko Tagawa, Robyn Parks and Silvia Gonzalez (Medical Examiner)
- 4. PRESENTATION/DISCUSSION ITEM(S):**
 - A. Board Letter:**
ACCEPT A GRANT AWARD FROM THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR THE 2023-2024 IMPROVED ALCOHOL IMPAIRED DRIVING TOXICOLOGY TESTING PROGRAM
Speaker(s): Erin Trujillo and Diane Stone (Sheriff's)

Wednesday, October 25, 2023

- B.** Board Letter:
APPROVAL OF CONTRACT WITH GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC. FOR INTELLIGENCE ANALYST SERVICES FOR JOINT REGIONAL INTELLIGENCE CENTER
Speaker(s): Sandra Lucio and Abby Valdez (Sheriff's)
- C.** Board Letter:
APPROVAL OF A CONTRACT WITH HEALTHRIGHT 360 TO PROVIDE COMPREHENSIVE SERVICES TO THE ASSEMBLY BILL (AB) 109 POPULATION FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT
Speaker(s): Robert Smythe and Richard Giron (Probation)

5. PUBLIC COMMENTS

6. ADJOURNMENT

7. UPCOMING ITEM(S):

- A.** Board Letter:
SEVEN-YEAR LEASE
JUSTICE CARE AND OPPORTUNITIES DEPARTMENT
1753 WEST AVENUE J, LANCASTER
Speaker(s): Alex Nguyen-Rivera (CEO)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV



COUNTY OF LOS ANGELES
DEPARTMENT OF MEDICAL EXAMINER
1104 N. MISSION RD, LOS ANGELES, CALIFORNIA 90033



Odey C. Ukpo, M.D., M.S.
Chief Medical Examiner

November 7, 2023

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

Dear Supervisors:

**REQUEST TO AUTHORIZE THE ACQUISITION OF ONE COMPUTER
TOMOGRAPHY (CT) SCANNER SYSTEM AND TRAILER
(ALL SUPERVISORIAL DISTRICTS - 3 VOTES)**

SUBJECT

The Department of Medical Examiner (DME) is requesting approval to authorize the acquisition of one (1) CT Scanner System and one (1) CT Scanner Trailer for a cost not to exceed \$776,000. This purchase exceeds the \$250,000 capital asset threshold established by the Board and requires your approval to move forward with the acquisition process.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Internal Services Department (ISD), as the County's Purchasing Agent (CPA), to proceed with the acquisition of one (1) CT Scanner System and one (1) CT Scanner Trailer for a cost not to exceed \$776,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to purchase one CT Scanner System and one CT Scanner Trailer used to determine manner and cause of death for decedents who fall within the DME's jurisdiction. The CT Scanner System provides high resolution radiographic images that can accurately identify the cause of death in cases of trauma and a subset of natural disease. Use of the CT Scanner System effectively reduces the number of cases that require autopsy to determine manner and cause of death.

Accreditations:

National Association of Medical Examiners (Provisional)
California Medical Association-Continuing Medical Education
Accreditation Council for Graduate Medical Education

ANAB ISO/IEC 17025:2017 Forensic Science Testing Laboratories
Peace Officer Standards and Training Certified

DME's current CT Scanning System is a refurbished model that was purchased in 2015 and is approaching its end of life. This CT Scanning system has become less and less reliable and is often unavailable due to breakdowns, causing delays in decedent case processing. Additionally, the current CT Scanner System no longer meets the County's IT security standards.

Purchasing a new CT Scanner System and CT Scanner Trailer will provide the DME with a reliable, up-to-date system that will improve the quality of death investigations, minimize pathologist workload and reduce delays in determining manner and cause of death. Additionally, it will help the DME maintain its National Association of Medical Examiners (NAME) Accreditation by reducing turnaround time in completing death investigations.

In approving the recommended actions, the DME will be able to use state of the art equipment to continue effectively determining manner and cause of death for all decedents whose deaths fall under DME jurisdiction.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action supports the County's Strategic Plan, Goal 1: Realize Tomorrow's Government Today, by implementing technological enhancements and acquisitions by replacing a legacy system, which will increase operational effectiveness, fiscal responsibility, and accountability.

FISCAL IMPACT/FINANCING

The total estimated cost for the purchase of the CT Scanner and the CT Trailer is estimated not to exceed \$776,000. This amount is available in the DME's FY 2023-24 Budget.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

Pursuant to Government Code Section 27491, the DME is charged with inquiring into and determining the circumstances, manner, and cause of all violent, sudden, unattended, or unusual deaths. The DME has the discretion to determine the extent of the inquiry into any death falling within its jurisdiction. The purchase of this CT Scanner System and CT Scanner Trailer are critical to the DME's ability to perform a thorough death investigation and to determine manner and cause of death.

On October 16, 2001, your Board adopted a policy by which departments must obtain Board approval to purchase equipment with a unit cost of \$250,000 or greater prior to submitting a requisition to ISD, the County's Purchasing Agent.

CONTRACTING PROCESS

This is a commodity purchase under the statutory authority of ISD (the CPA). The purchase will be requisitioned through and accomplished by the CPA in accordance with the County's established purchasing policies and procedures.

IMPACT ON CURRENT SERVICES

The acquisition of a CT Scanner System and CT Scanner Trailer will greatly enhance the DME's ability to determine manner and cause of death. It will effectively use today's technology to improve findings and reduce delays in death investigation.

When approved, the Executive Office, Board of Supervisors is requested to return the signed and approved Board Letter to:

Procurement Unit
Department of Medical Examiner
1104 N. Mission Road
Los Angeles, CA 90033

Sincerely,

ODEY C. UKPO, M.D., M.S.
Chief Medical-Examiner

November 7, 2023

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:

**ACCEPT A GRANT AWARD FROM THE STATE OF CALIFORNIA
OFFICE OF TRAFFIC SAFETY FOR THE 2023-2024 IMPROVED
ALCOHOL IMPAIRED DRIVING TOXICOLOGY TESTING PROGRAM
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

This letter is to request Board approval authorizing the Sheriff of the Los Angeles County (County) Sheriff's Department (Department) to accept and execute grant Agreement Number AL24014 (Agreement) in the amount of \$26,400 offered by the State of California (State) Office of Traffic Safety (OTS) for the Fiscal Year (FY) 2023-2024 Improved Alcohol Impaired Driving Toxicology Testing Program. The Agreement term is October 1, 2023, through September 30, 2024. The purpose of the OTS Improved Alcohol Impaired Driving Toxicology Testing Program is to providing funding that will be used by local law enforcement to reduce the number of persons killed in alcohol-related traffic collisions. The grant funds will be used to purchase blood alcohol content (BAC) testing equipment for the Department's Crime Laboratory.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, as an agent for the County, to accept and execute the attached Agreement in the amount of \$26,400.

2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute and submit all required grant documents, including but not limited to, agreements, modifications, extensions, and payment requests that may be necessary for the completion of the OTS FY2023-2024 Improved Alcohol Impaired Driving Toxicology Testing Program.
3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to apply and submit a grant application to the State OTS Improved Alcohol Impaired Driving Toxicology Testing Program in future FYs, and to execute all required grant application documents, including assurances and certifications, when and if such future funding becomes available.
4. Delegate authority to the Sheriff, or his designee, as an agent for the County, to accept all grant awards for the OTS Improved Alcohol Impaired Driving Toxicology Testing Program in future FYs if awarded by the State, and execute all required grant award documents, including but not limited to, agreements, modifications, extensions, and payment requests that may be necessary for the completion of the Program in future fiscal years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

More than 200 Federal, State, and Municipal law enforcement agencies operating within the County submit an average of 5,675 blood and urine samples (evidence submissions) annually to the County Sheriff's Department's Crime Laboratory for analysis of BAC. Laboratory reports stating the BAC of the evidence submissions are made available to the submitting agency and the agency's prosecuting attorney for consideration of filing a case. Timely analysis is necessary to exonerate suspects or prosecute felony and misdemeanor violations of California's Driving Under the Influence (DUI) statutes. Failure to perform timely analysis of evidence submissions may result in the degradation of evidence submissions and/or the expiration of statutory time limits for prosecuting violations.

The specialized equipment utilized in the standard process for testing evidence submissions includes dual-syringe diluters (diluters). The Department's Crime Laboratory currently operates three such diluters, which are shared among seven Crime Laboratory analysts. The Laboratory's current testing capacity with three diluters has resulted in a seven-month backlog of unprocessed evidence submissions. The grant funds would be used to purchase four new diluters, one of which will replace an existing diluter that is nearing the end of its design life. The net gain of three additional diluters will effectively double the Laboratory's current processing capacity, thereby reducing the

existing case backlog and foreshortening future turnaround times, which in turn will deliver results to the prosecuting attorneys more promptly. The Laboratory has the existing staffing capacity to utilize the additional diluters. The Department will incur no additional costs to maintain the new diluters.

Implementation of Strategic Plan Goals

By replacing obsolete laboratory equipment and acquiring new assets that will double the workload capacity for performing BAC analysis, approval of the recommended action is consistent with the County's Strategic Plan, Goal III.2.3 Prioritize and Implement Technology Initiatives that Enhance Service Delivery and Increase Efficiency: Support implementation of technological enhancements and acquisitions that increase efficiency (e.g., infrastructure, software, hardware, applications) including replacement of legacy systems.

FISCAL IMPACT/FINANCING

The total grant award is \$26,400 with no match requirement. The \$26,400 will be utilized as follows: FY 2023-24 Capital Assets \$26,400. Funding will be requested during the FY 2023-24 Mid-Year BA #1.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 26, 2023, the Department submitted an application in response to the State OTS General Grants Program, Request for Application. Upon review of the Department's application, the State OTS selected the Department to receive a grant in the amount of \$26,400 with no match requirement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Executing the Agreement will significantly improve the Department's ability to perform BAC analysis and more quickly exonerate or prosecute DUI suspects.

The Honorable Board of Supervisors
November 7, 2023
Page 4

CONCLUSION

Upon Board approval, please return two copies of the adopted Board letter to the Department's Grants Unit.

Sincerely,

ROBERT G. LUNA
SHERIFF

RGL:JT:CM:jc
(Financial Programs Bureau-Grants Unit)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Rene Phillips, Manager, Chief Executive Office (CEO)
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Senior Analyst, CEO
Bryan Bell, Budget Analyst, CEO
Dawyn R. Harrison, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
April L. Tardy, Undersheriff
Jill Torres, Assistant Sheriff, CFAO
Jason A. Skeen, Chief of Staff, Office of the Sheriff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Brian Yanagi, Chief, Technology and Support Division (TSD)
John P. Burcher, Commander TSD
Glen Joe, Assistant Division Director, ASD
Chris Kovac, Commander TSD
Richard F. Martinez, Assistant Division Director, ASD
Ernest O. Bille, Captain, Scientific Services Bureau (SSB)
David E. Culver, Director, Financial Programs Bureau
James P. Carroll, Crime Laboratory Director, SSB
Lina D. Corvera, Assistant Director, FPB
Rene A. Garcia, Lieutenant, ASD
Erin A. Trujillo, Crime Laboratory Assistant Director, (SSB)
Erica M. Nunes, Sergeant, ASD
Diane L. Stone, Administrative Services Manager III, FPB, Grants Unit
Kristine D. Corrales, Deputy, ASD
Monica Moreno, ASM I, FPB, Grants Unit
Janalyn Caliman, Operations Assistant III, FPB, Grants Unit
(Grants – Improved Alcohol Impaired Driving Toxicology Testing Program–OTS 11-07-23)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/20/2023							
BOARD MEETING DATE	10/3/2023							
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th							
DEPARTMENT(S)	Los Angeles County Sheriff's Department							
SUBJECT	Accept a Grant Award from the State of California, Office of Traffic Safety for Fiscal Year 2023-2024.							
PROGRAM	2023-2024 Improved Alcohol Impaired Driving Toxicology Testing Program Grant							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
DEADLINES/ TIME CONSTRAINTS								
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: \$26,400</td><td style="width: 50%;">Funding source: State of California, Office of Traffic Safety</td></tr> <tr> <td colspan="2">TERMS (if applicable): The grant award period is October 1, 2023 through September 30, 2024.</td></tr> <tr> <td colspan="2">Explanation:</td></tr> </table>		Total cost: \$26,400	Funding source: State of California, Office of Traffic Safety	TERMS (if applicable): The grant award period is October 1, 2023 through September 30, 2024.		Explanation:	
Total cost: \$26,400	Funding source: State of California, Office of Traffic Safety							
TERMS (if applicable): The grant award period is October 1, 2023 through September 30, 2024.								
Explanation:								
PURPOSE OF REQUEST	The purpose of the request is for the Board of Supervisors to give the department authority to accept the grant award.							
BACKGROUND (include internal/external issues that may exist including any related motions)	The funding will finance the capital asset purchase of laboratory equipment in the Department's Technology and Support Division, Scientific Services Bureau, Downey Crime Laboratory.							
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:							
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The Program is consistent with the County's Strategic Plan, II.2. – Support the Wellness of Our Communities by identifying, supporting, and promoting practices for higher quality of life through violence reduction, enhanced social cohesion, increased awareness of supports and services, and better physical fitness, mental health, and well-being.							
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Ms. Erin Trujillo, Assistant Director, Crime Laboratory, (562) 334-4308; EATrujil@lasd.org . Ms. Diane Stone, Administrative Services Manager III, (213) 229-1818; D1Stone@lasd.org .							

1. GRANT TITLE Improved Alcohol Impaired Driving Toxicology Testing	
2. NAME OF AGENCY Los Angeles County	3. Grant Period From: 10/01/2023 To: 09/30/2024
4. AGENCY UNIT TO ADMINISTER GRANT Los Angeles County Sheriff's Department	
5. GRANT DESCRIPTION The Los Angeles County Sheriff's Department, Scientific Services Bureau is committed to improving its analysis time for evidentiary samples submitted for alcohol testing to meet court deadlines as well as analysis timeframes imposed on the laboratory by the California Department of Motor Vehicles (DMV). At the time of application submission, the laboratory had a seven-month backlog, and cases were not being tried in a timely manner at various Los Angeles County courts and DMV offices throughout California due to the lack of analytical results. The laboratory's goal is to complete the analysis of DUI evidentiary samples in felony cases within 15 business days of sample submission to the laboratory and complete misdemeanor cases within 45 days. The grant will fund the purchase of four (4) automated diluters which will increase sample preparation efficiency and allow for more throughput of samples for analysis by headspace gas chromatography.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$26,400.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none">• Schedule A – Problem Statement, Goals and Objectives and Method of Procedure• Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)• Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)• Exhibit A – Certifications and Assurances• Exhibit B* – OTS Grant Program Manual• Exhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Erin Trujillo TITLE: Assistant Director, Crime Laboratory EMAIL: eatrujil@lasd.org PHONE: (562) 334-4308 ADDRESS: 7717 Golondrinas Street Downey, CA 90242 <div style="text-align: right; margin-top: 20px;">_____ (Signature) (Date)</div>	B. AUTHORIZING OFFICIAL ADDRESS: Robert G. Luna Sheriff grantsunit@lasd.org (213) 229-3000 211 West Temple Street. Los Angeles, CA 90012 <div style="text-align: right; margin-top: 20px;">_____ (Signature) (Date)</div>
C. FISCAL OFFICIAL ADDRESS: David E. Culver Director, Financial Programs Bureau deculver@lasd.org (213) 229-3260 211 West Temple St., 6th Floor Los Angeles, CA 90012 <div style="text-align: right; margin-top: 20px;">_____ (Signature) (Date)</div>	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY ADDRESS: Barbara Rooney Director barbara.rooney@ots.ca.gov (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 <div style="text-align: right; margin-top: 20px;">_____ (Signature) (Date)</div>

DRAFT

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: HAC7HNDLD115 REGISTERED ADDRESS: 211 West Temple Street CITY: Los Angeles ZIP+4: 90012-3205
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164AL-24.1	20.608	0521-0890-101	2022	43/22	BA/22	\$8,976.00
164AL-24	20.608	0521-0890-101	2023	12/23	BA/23	\$17,424.00
				AGREEMENT TOTAL		\$26,400.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				AMOUNT ENCUMBERED BY THIS DOCUMENT		\$26,400.00
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		\$ 0.00
				TOTAL AMOUNT ENCUMBERED TO DATE		\$26,400.00
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			

1. PROBLEM STATEMENT

Local law enforcement agencies including LASD, California Highway Patrol (CHP) and other agencies (~200) in Los Angeles County submit an average of 5,675 blood and urine samples (evidence submissions) annually to the LASD Crime Lab for analysis of blood alcohol content (BAC). Upon completion of analysis, laboratory reports stating the BAC of the submitted sample is forwarded to the submitting agency and ultimately to the Los Angeles County District Attorney's Office or local City Attorney's offices for prosecution. Timely analysis is important and allows the submitting agency and District/City attorney's offices to prosecute these DUI related cases within prescribed timeframes. If not timely, the case may not be filed, and the subject may not be prosecuted.

Currently, the laboratory has a seven month backlog, dating back to July 2022. The equipment identified – automated dual syringe diluters – would allow analysts to process samples more efficiently for analysis. Currently, the Crime Lab has three dual syringe diluters to share amongst seven analysts. Additional diluters would allow multiple analysts to process samples at the same time for loading on to the headspace gas chromatograph (HSGC), thus allowing the laboratory to decrease its turnaround time and provide the District/City attorney's office with results in a more timely manner.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Complete the analyses of blood and urines samples in felony cases within 15 business days of submission.
4. Complete the analyses of blood and urines samples in misdemeanor cases within 45 days of sample submission.

B. Objectives:

1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.
2. Generate annual reports to local law enforcement agencies and OTS regarding submission and alcohol presence data.
3. Implement the equipment for casework analysis.
4. Test DUI blood samples.
5. Train laboratory staff to use the new grant funded equipment.
6. Validate equipment purchased within 6 weeks of receipt.

Target Number

1

1

4

5,675

7

4

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- Develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- Equipment price quotes will need to be obtained and technical specifications developed per County purchasing requirements. Preparation of procurement paperwork will be completed and submitted through Department and County channels by the end of the first quarter.

Media Requirements

- Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- By the end of the second quarter, target completion of grant related purchases which are dependent upon County purchasing processes which are out of the control of the Crime Lab. Purchasing process can take several months as this equipment will need to go out to bid via the County's Internal Services Department (ISD).
- Develop validation/verification plan as stated under best practices during the second quarter.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT		
164AL-24	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$26,400.00		
COST CATEGORY		FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS					
<u>Straight Time</u>					\$0.00
<u>Overtime</u>					\$0.00
Category Sub-Total					\$0.00
B. TRAVEL EXPENSES					
					\$0.00
					\$0.00
Category Sub-Total					\$0.00
C. CONTRACTUAL SERVICES					
					\$0.00
Category Sub-Total					\$0.00
D. EQUIPMENT					
Advanced Dual Syringe Diluter		164AL-24	\$6,600.00	4	\$26,400.00
Category Sub-Total					\$26,400.00
E. OTHER DIRECT COSTS					
					\$0.00
Category Sub-Total					\$0.00
F. INDIRECT COSTS					
					\$0.00
Category Sub-Total					\$0.00
GRANT TOTAL					\$26,400.00

BUDGET NARRATIVE
PERSONNEL COSTS -
TRAVEL EXPENSES -
CONTRACTUAL SERVICES -
EQUIPMENT Advanced Dual Syringe Diluter- Funding for 4 Advanced Dual Syringe Diluters that have a highly precise syringe pump designed to quickly and easily dilute and dispense liquids for DUI analysis. This piece of equipment is a positive displacement system and each time the syringe dispenses, the liquid is accurately measured. May include costs such as Advanced Dual Syringe Diluter, tube and tubing assembly, power cord, and syringes.
OTHER DIRECT COSTS -
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 *et seq.*), and *Title IX of the Education Amendments of 1972*, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and *49 CFR part 27*;
- *The Age Discrimination Act of 1975*, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and *49 CFR parts 37 and 38*;
- *Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

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In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (c) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review

upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—
PRIMARY TIER COVERED TRANSACTIONS**

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

DRAFT

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS

Grant Number:	AL24014
Agency Name:	Los Angeles County Sheriff's Department
Grant Title:	Improved Alcohol Impaired Driving Toxicology Testing
Agreement Total:	\$26,400.00
Authorizing Official:	Robert G. Luna
Fiscal Official:	David E. Culver
Grant Director:	Erin Trujillo

CURRENT GEMS USER(S)

1. Janalyn Caliman

Title: Grant Analyst
Phone: (213) 229-1802
Email: jmc calima@lasd.org

Media Contact: No

2. Jessica Depakakibo

Title: Accountant II
Phone: (213) 229-1814
Email: jdepaka@lasd.org

Media Contact: No

3. Robert Hill

Title: Sergeant
Phone: (323) 890-5480
Email: rlhill@lasd.org

Media Contact: Yes

4. Michael Lennig

Title: Sergeant
Phone: (323) 890-5480
Email: mjlen nigg@lasd.org

Media Contact: Yes

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/> Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name _____ Job Title _____	
Email address _____ Phone number _____	
GEMS User 2 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/> Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name _____ Job Title _____	
Email address _____ Phone number _____	
GEMS User 3 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/> Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name _____ Job Title _____	
Email address _____ Phone number _____	
GEMS User 4 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/> Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name _____ Job Title _____	
Email address _____ Phone number _____	
GEMS User 5 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/> Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name _____ Job Title _____	
Email address _____ Phone number _____	
Form completed by: _____ Date: _____	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.	
Signature _____	Name _____
	Grant Director
Date _____	Title _____

November 7, 2023

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 CONTRACT WITH GENERAL DYNAMICS INFORMATION
TECHNOLOGY, INC. FOR INTELLIGENCE ANALYST SERVICES
FOR JOINT REGIONAL INTELLIGENCE CENTER
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval and execution of a contract with General Dynamics Information Technology, Inc. (GDIT) (Contract) for Intelligence Analyst Services (Services) for the Joint Regional Intelligence Center (JRIC). The Services will enable the Department to provide JRIC with intelligence analysts who integrate criminal and terrorism threat intelligence to identify, collect, analyze, and disseminate actionable and strategic intelligence to key stakeholders within JRIC's area of responsibility.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Contract with GDIT for the provision of Services for JRIC for the period commencing.
2. December 19, 2023, through December 18, 2026, with an option to extend for up to four additional one-year option periods, with a Maximum Contract Sum not to exceed \$39,500,248.96 for the term of the Contract, which will be funded by two grants from the United States Department of Homeland Security (DHS): (1) the Urban Areas Security Initiative (UASI) Grant Program distributed through the

California Governor's Office of Emergency Services (Cal OES), through the city of Los Angeles, and (2) the Homeland Security Grant Program (HSGP), which funds the Regional Threat Assessment Center (RTAC).

3. Delegate authority to the Sheriff, or his designee, to execute Change Notices and Amendments to the Contract as set forth throughout the Contract to: (1) effectuate modifications which do not materially affect any term of the Contract; (2) add new or revised standard County contract provisions adopted by the Board as required periodically; (3) exercise the option periods of the Contract; (4) effectuate the assignment of rights or delegation of duties pursuant to the assignment and delegation/mergers or acquisitions provision; (5) decrease the number or position type of intelligence analysts; (6) increase the number or position type of intelligence analysts provided such increase does not increase the Maximum Contract Sum by more than ten percent; and (7) terminate the Contract, either in whole or in part, by the provision of a ten-day written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will allow the Department to establish a new Contract for Services for JRIC and avoid any interruption of Services that are essential to identifying, analyzing, and providing criminal and terrorism threat intelligence to key stakeholders within JRIC's area of responsibility.

Background

There are six fusion centers in the State of California. JRIC is the Department of Homeland Security-designated fusion center for the Central District of California, which is a collaborative effort between federal, state, local, tribal, and territorial agencies, along with private sector partners. JRIC operates with the use of intelligence analysts who are credentialed in various areas of subject matter expertise, such as domestic terrorism, international terrorism, cybersecurity, and critical infrastructure. These intelligence analysts are the backbone of JRIC as they analyze the patterns, trends, and evidence of organized criminal activity for use by first responders and public safety executives.

JRIC is an interagency task force comprised of local, state, and federal agencies who work together to share information and resources to prevent, prepare for, protect against, and respond to acts of terrorism. JRIC also addresses national priorities set by the DHS and Federal Emergency Management Agency. The mission of JRIC is to receive, integrate, analyze, and share threat intelligence with partners to help detect,

deter, and defend against terrorism attacks and major criminal threats.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. Specifically, by providing intelligence analysts who analyze and provide criminal and terrorism threat intelligence to key stakeholders within in JRIC's area of responsibility.

FISCAL IMPACT/FINANCING

This is a zero net County cost program. All program expenses are fully reimbursable by the DHS: (1) the UASI Grant distributed through the Cal OES, through the city of Los Angeles, and (2) the HSGP Grant which funds the RTAC. As such, the Contract will be subject to all policies, provisions, and requirements of these grants. There is no cost-share or matching fund requirement.

The cost of Services under the Contract shall not exceed the Maximum Contract Sum of \$39,500,248.96.

The cost for the requested Services is as follows:

Initial Term (three years)	(December 19, 2023 – December 18, 2024)	\$5,179,878.40
	(December 19, 2024 – December 18, 2025)	\$5,339,795.84
	(December 19, 2025 – December 18, 2026)	\$5,486,256.00
1 st Year Option Period	(December 19, 2026 – December 18, 2027)	\$5,636,884.48
2 nd Year Option Period	(December 19, 2027 – December 18, 2028)	\$5,791,730.56
3 rd Year Option Period	(December 19, 2028 – December 18, 2029)	\$5,950,952.00
4 th Year Option Period	(December 19, 2029 – December 18, 2030)	\$6,114,751.68
		<hr/>
		Total: \$39,500,248.96

The Department will ensure that sufficient funds/appropriations are budgeted for the Contract in all future fiscal years. Should the amount of funds provided to the Department for the Contract under the UASI and RTAC grant awards decrease, the Department will ensure that a corresponding reduction in cost and Service levels is made to the Contract, thereby ensuring that no net County cost contribution is required of the Department for this Contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

At the commencement of the Contract, GDIT will provide an initial service level of 21 intelligence analysts. During the term of the Contract, and subject to available grant funding, GDIT may be requested to provide up to 28 intelligence analysts, as specified in the Contract and set forth on Exhibit B (Price Sheet) of the Contract.

The Contract requires GDIT to be in compliance with all Board and the County Chief Executive Office requirements, including the following County required provisions: Jury Service, Safely Surrendered Baby Law, Defaulted Property Tax Reduction Programs, Zero Tolerance Human Trafficking Policy, Fair Chance Employment Hiring Practices, and Compliance with the County Policy of Equity.

The attached Contract has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

On March 15, 2023, the Department posted a Request for Proposals for Services for JRIC on the County's and Department's websites. A mandatory proposer's conference was held on April 7, 2023, of which one vendor attended. GDIT submitted a proposal by the due date of May 4, 2023. GDIT met the mandatory minimum qualifications and was selected for recommendation of the Contract award.

The current agreement for JRIC Services expires on December 18, 2023.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The California State Fusion Centers and the County's JRIC in particular, provides added levels of support to local law enforcement officials and community leaders through information sharing, thus ensuring the County remains prepared to respond in the event of an act of terrorism.

The Honorable Board of Supervisors
November 7, 2023
Page 5

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter and two original executed copies of the Contract to the Department's Contracts Unit.

Sincerely,

ROBERT G. LUNA
SHERIFF

The Honorable Board of Supervisors
November 7, 2023
Page 6

RGL:JT:CM:mcc
(Fiscal Administration Bureau–Contracts Unit)

Attachment

c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Rene Phillips, Manager, Chief Executive Office (CEO)
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Senior Analyst, CEO
Bryan Bell, Budget Analyst, CEO
Dawyn R. Harrison, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
April L. Tardy, Undersheriff
Holly A. Francisco, Assistant Sheriff, Countywide Operations
Jill Torres, Assistant Sheriff, CFAO
Jason A. Skeen, Chief of Staff
Jack W. Ewell, Chief, Special Operations Division (SOD)
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Thomas A. Giandomenico, Commander, SOD
Glen Joe, Assistant Division Director, ASD
Richard F. Martinez, Assistant Division Director, ASD
Charles M. Norris IV, Acting Commander, SOD
Rick Cavataio, Director, Fiscal Administration Bureau (FAB)
David E. Culver, Director, Financial Programs Bureau
Sandra J. Lucio, Acting Captain, Emergency Operations Bureau
Angelo Faiella, Assistant Director, FAB, Contracts Unit (CU)
Rene A. Garcia, Lieutenant, ASD
Erica M. Nunes, Sergeant, ASD
Abilene Valdez, Administrative Services Manager (ASM) III, FAB, CU
Aloett Martin, ASM II, FAB, CU
Melissa Contreras, ASM I, FAB, CU
Kristine D. Corrales, Deputy, ASD
Chrono File



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC.

FOR

**INTELLIGENCE ANALYST SERVICES
FOR JOINT REGIONAL INTELLIGENCE CENTER**

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS	1
1.0 APPLICABLE DOCUMENTS	2
2.0 DEFINITIONS	2
3.0 WORK	4
4.0 TERM OF CONTRACT	4
5.0 CONTRACT SUM	5
5.1 Contract Sum	5
5.2 Written Approval for Reimbursement	5
5.3 Notification of 75% of Maximum Contract Sum	5
5.4 No Payment for Services Provided Following Expiration-Termination of Contract.....	5
5.5 Invoices and Payments	5
5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer	7
6.0 ADMINISTRATION OF CONTRACT - COUNTY	7
6.1 County Administration	7
6.2 County Project Director	7
6.3 County Project Manager.....	8
7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR	8
7.1 Contractor Administration.....	8
7.2 Contractor Project Manager	8
7.3 Approval of Contractor's Staff	8
7.4 Contractor's Staff Identification	9
7.5 Background and Security Investigations	10
7.6 Confidentiality.....	10
8.0 STANDARD TERMS AND CONDITIONS	11
8.1 Amendments and Change Notices.....	11
8.2 Assignment and Delegation/Mergers or Acquisitions	12
8.3 Authorization Warranty.....	12
8.4 Budget Reductions.....	12
8.5 Complaints	13

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.6 Compliance with Applicable Law	13
8.7 Compliance with Civil Rights Laws.....	14
8.8 Compliance with the County's Jury Service Program.....	14
8.9 Conflict of Interest	16
8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List.....	16
8.11 Consideration of Hiring GAIN/GROW Participants.....	16
8.12 Contractor Responsibility and Debarment.....	17
8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	19
8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program	19
8.15 County's Quality Assurance Plan	19
8.16 Damage to County Facilities, Buildings or Grounds	20
8.17 Employment Eligibility Verification.....	20
8.18 Counterparts and Electronic Signatures and Representations.....	20
8.19 Fair Labor Standards	21
8.20 Force Majeure	21
8.21 Governing Law, Jurisdiction, and Venue.....	21
8.22 Independent Contractor Status	21
8.23 Indemnification	22
8.24 General Provisions for all Insurance Coverage	22
8.25 Insurance Coverage.....	26
8.26 Liquidated Damages	26
8.27 Most Favored Public Entity.....	28
8.28 Nondiscrimination and Affirmative Action	28
8.29 Non Exclusivity.....	29
8.30 Notice of Delays	29
8.31 Notice of Disputes	29
8.32 Notice to Employees Regarding the Federal Earned Income Credit	29
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law	30

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.34 Notices	30
8.35 Prohibition Against Inducement or Persuasion.....	30
8.36 Public Records Act.....	30
8.37 Publicity.....	31
8.38 Record Retention and Inspection-Audit Settlement.....	31
8.39 Recycled Bond Paper	32
8.40 Subcontracting	32
8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	33
8.42 Termination for Convenience	33
8.43 Termination for Default.....	34
8.44 Termination for Improper Consideration.....	35
8.45 Termination for Insolvency	36
8.46 Termination for Non-Adherence of County Lobbyist Ordinance	36
8.47 Termination for Non-Appropriation of Funds	36
8.48 Validity.....	36
8.49 Waiver	37
8.50 Warranty Against Contingent Fees	37
8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program	37
8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	37
8.53 Time Off for Voting	37
8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking	38
8.55 Intentionally Omitted	38
8.56 Compliance with Fair Chance Employment Hiring Practices.....	38
8.57 Compliance with the County Policy of Equity	38
8.58 Prohibition from Participation in Future Solicitation(s).....	38
8.59 Injury and Illness Prevention Program	39
9.0 Survival.....	39
SIGNATURES	41

TABLE OF CONTENTS

STANDARD EXHIBITS

Exhibit A	Statement of Work
Exhibit B	Price Sheet
Exhibit C	County Administration
Exhibit D	Contractor Administration
Exhibit E	Contractor Acknowledgement and Confidentiality Agreement
Exhibit F	Safely Surrendered Baby Law
Exhibit G	Contract Discrepancy Report

DRAFT

CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC.
FOR
INTELLIGENCE ANALYST SERVICES
FOR JOINT REGIONAL INTELLIGENCE CENTER

This Contract (Contract) is made and entered into this ____ day of _____, 2023 by and between the County of Los Angeles (County) and General Dynamics Information Technology, Inc., (Contractor), located at 3150 Fairview Park Drive, Suite 100, Falls Church, Virginia 22042. Contractor's Unique Entity ID is MNWM6HN79X5 and Cage Code is 07MU1.

RECITALS

WHEREAS, County may contract with private businesses for Intelligence Analyst Services when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing Intelligence Analyst Services; and

WHEREAS, Contractor represents that it possess the necessary special skills, knowledge, technical competence, and staffing to provide such Intelligence Analyst Services; and

WHEREAS, County, through the Los Angeles County Sheriff's Department (Department), desires Contractor to provide Intelligence Analyst Services for the Joint Regional Intelligence Center; and

WHEREAS, this Contract (as defined below) is authorized pursuant to California Government Code Section 31000 and otherwise.

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, and G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Price Sheet
- 1.3 Exhibit C - County Administration
- 1.4 Exhibit D - Contractor Administration
- 1.5 Exhibit E - Contractor Acknowledgement and Confidentiality Agreement
- 1.6 Exhibit F - Safely Surrendered Baby Law
- 1.7 Exhibit G - Contract Discrepancy Report

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 subparagraph 8.1 (Amendments and Change Notices) and signed by both parties.

2.0 DEFINITIONS

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

- 2.8.1 Board of Supervisors (Board):** Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.8.2 Business Day:** Monday through Friday, excluding Contractor observed holidays.
- 2.8.3 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements, amendments, and change notices 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.
- 2.8.4 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into a Contract with County to perform or execute the Services covered by this Contract.
- 2.8.5 Contractor Project Manager:** The person designated by Contractor to administer the Contract operations under this Contract.
- 2.8.6 County:** County of Los Angeles

- 2.8.7 County Project Director:** Person designated by the Sheriff with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by County Project Manager.
- 2.8.8 County Project Manager:** Person designated by County Project Director to manage the operations under this Contract.
- 2.8.9 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8.10 Department:** Los Angeles County Sheriff's Department
- 2.8.11 Fiscal Year:** The 12 month period beginning July 1st and ending the following June 30th.
- 2.8.12 Fusion Center:** Entities which are designed to integrate federal intelligence efforts with state and local authorities. These entities work under the auspices of local law enforcement, often integrating with the state's police force, Department of Justice, or Office of Emergency Management. The Fusion Center integrates law enforcement intelligence activities throughout the jurisdiction, providing federal authorities access to local information and databases, while simultaneously allowing federal agencies to disseminate intelligence materials to local authorities.
- 2.8.13 Non-Federal (or NFE):** As used in the Code of Federal Regulations 200.327, Appendix II, has the same meaning as County of Los Angeles.
- 2.8.14 Intelligence Analysts:** Contractor's personnel providing Services as outlined under Exhibit A (Statement of Work). All Intelligence Analysts, Senior Intelligence Analyst Manager, Intelligence Analyst Manager, Operations Intelligence Analyst Manager, and Systems Intelligence Analyst are and will be collectively referred to herein as "Intelligence Analysts," unless otherwise apparent from the context in which the term is used.
- 2.8.15 Joint Regional Intelligence Center (JRIC):** A Fusion Center collaboration between federal, state, and local law enforcement and public safety agencies for the Central District of California to integrate criminal and terrorism threat intelligence and provide intake, analysis, fusion, synthesis, and dissemination of that information.
- 2.8.16 JRIC Governance Board:** The management body responsible for determining JRIC's direction, setting policy, and maintaining accountability for the actions of JRIC. This group consists of agency heads, or their designees, from participating core agencies. The JRIC Governance Board shall identify, agree upon, and articulate goals and objectives for JRIC.
- 2.8.17 Maximum Annual Contract Sum:** The maximum total monetary amount payable by County to Contractor in any Contract year for providing all Services required under this Contract, inclusive of all applicable salaries, benefits, administrative costs, overhead, and taxes, as further described in subparagraph 5.1.2 of this Contract and Exhibit B (Price Sheet).
- 2.8.18 Maximum Contract Sum:** The total monetary amount that would be payable by County to Contractor for all Services that may be required under this Contract for the entire term of the Contract, inclusive of all extension options exercised by

County, as further described in subparagraph 5.1.3 of this Contract and Exhibit B (Price Sheet).

2.8.19 Services: The Intelligence Analyst services for JRIC required under this Contract.

2.8.20 Sheriff: The elected official who is the Sheriff of the County of Los Angeles.

2.8.21 Statement of Work (SOW): Written description of tasks, subtasks, deliverables, goods, Services and other Work required by County under this Contract as set forth in Exhibit A (Statement of Work) of this Contract.

2.8.22 Work: All tasks, subtasks, deliverables, goods, and other Services performed by or on behalf of Contractor, that is required pursuant to this Contract, including Exhibit A (Statement of Work) and all the Exhibits, and fully executed Amendments and Change Notices hereto.

3.0 WORK

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

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will commence on December 19, 2023, and will terminate on December 18, 2026, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 County will have the sole option to extend the Contract term for up to four additional one-year option periods, for a maximum total Contract term not to exceed seven years. Each such option period will be exercised at the sole discretion of the Sheriff or his designee as authorized by the Board of Supervisors (Board) in accordance with subparagraph 8.1 (Amendments and Change Notices) of this Contract.
- 4.3 County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether County will exercise a Contract term extension option.
- 4.4 Contractor must notify the Department when this Contract is within six months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided in Exhibit C (County Administration) of this Contract.

5.0 CONTRACT SUM

5.1 Contract Sum

- 5.1.1 The hourly rates for this Contract payable by County to Contractor for performing all tasks, deliverables, goods, Services, and any other Work required under this Contract are set forth in Exhibit B (Price Sheet) of this Contract. Such hourly rates will be firm and fixed for the term of this Contract.
- 5.1.2 The Maximum Annual Contract Sum authorized by County hereunder must in no event, expressly or by implication, exceed the amounts as set forth in Exhibit B (Price Sheet) of this Contract.
- 5.1.3 The Maximum Contract Sum authorized by County hereunder must in no event, expressly or by implication, exceed \$39,500,248.96 and will be allocated as set forth in Exhibit B (Price Sheet) of this Contract.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Maximum Contract Sum

Contractor must maintain a system of record keeping that will allow Contractor to determine when it has incurred 75% of the total Maximum Contract Sum under this Contract. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided in Exhibit C (County Administration) of this Contract.

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

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

5.5 Invoices and Payments

- 5.5.1 Contractor must invoice County only for providing the tasks, deliverables, goods, Services, and other Work specified in Exhibit A (Statement of Work (SOW)) of this Contract and elsewhere hereunder.

Contractor must prepare invoices, which will include the charges owed to Contractor by County under the terms of this Contract. Contractor's payments will be as provided in Exhibit B (Price Sheet) of this Contract and Contractor will be paid only for the tasks, deliverables, goods, Services, and other Work approved in writing by County. If County does not approve Work in writing no payment will be due to Contractor for that Work.

5.5.2 Contractor's invoices must be priced in accordance with Exhibit B (Price Sheet) of this Contract and Contractor must submit a separate invoice for each grant funding source identified in Exhibit B (Price Sheet) of this Contract.

5.5.3 Contractor must submit the monthly invoices to County by the 15th calendar day of the month following the month of Services.

5.5.4 Contractor must prepare the invoice format and content in the following manner:

1. County's Contract Number
2. Contractor's Name and Address
3. Invoice Number
4. Billing Period
5. Position title and number in accordance with Exhibit B (Price Sheet) of this Contract
6. Hourly rate in accordance with Exhibit B (Price Sheet) of this Contract
7. Grant funding source in accordance with Exhibit B (Price Sheet) of this Contract
8. Timecards signed by employees and supervisors stamped confidential; and
9. All other documentation to support the allocation of costs

5.5.5 All invoices under this Contract must be submitted in two copies to the following:

ORIGINAL TO:

Los Angeles County Sheriff's Department
County Project Director
As outlined in Exhibit C (County Administration).

COPY TO:

Los Angeles County Sheriff's Department
Grants Unit – Grants Accounting
As outlined in Exhibit C (County Administration)

5.5.6 County Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of County Project Manager, or designee, prior to any payment thereof. In no event will 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 County departments. Prompt payment is defined as 15 Days after receipt of an undisputed invoice.

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

- 5.6.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under a contract with County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.6.4 At any time during the duration of this Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit C (County Administration) of this Contract. County will notify Contractor in writing of any change in the names or addresses shown.

6.2 County Project Director

The role of County Project Director may include:

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

and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County Project Manager

The role of County Project Manager is authorized to include:

- 6.3.1 Meeting with Contractor Project Manager on a regular basis; or as otherwise specified, and
- 6.3.2 Inspecting any and all tasks, deliverables, goods, Services, or other Work provided by or on behalf of Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.3.3 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor Administration referenced in the following subparagraphs is designated in Exhibit D (Contractor Administration) of this Contract. Contractor will notify County in writing of any change in the names or addresses shown.

7.2 Contractor Project Manager

- 7.2.1 Contractor Project Manager will be responsible for Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County Project Manager and County Contract Project Monitor on a regular basis, or as otherwise specified.
- 7.2.2 Contractor Project Manager must be available during Business Days, or as otherwise required by County and this Contract. Contractor Project Manager will be provided at the sole expense of Contractor.

7.3 Approval of Contractor's Staff

- 7.3.1 County will approve Contractor Project Manager listed in subparagraph 7.2 (Contractor Project Manager). County Project Director has the right to approve or disapprove any proposed replacement for Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of Contractor Project Manager, Contractor must provide County with a resume of the proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County will not unreasonably delay its approval of a replacement of Contractor Project Manager.
- 7.3.2 In the event Contractor desires to remove any Contractor personnel from performing Services under this Contract, Contractor must provide

County with notice at least 15 Days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act). Contractor must work with County on a mutually agreeable transition plan to ensure project continuity.

- 7.3.3 Contractor must, within 30 Days of a vacancy, or as approved by County Project Manager, fill any vacancy in Contractor's personnel with an individual sufficiently qualified to perform duties of Contractor's personnel being replaced.
- 7.3.4 All personnel employed by and on behalf of Contractor must be adults, 18 years of age or older, who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor personnel and all other members of Contractor's personnel who have direct contact with County (either by telephone, electronic or written correspondence, or in person) must be fully fluent, both written and oral, in English.
- 7.3.5 County Project Director has the right to approve or disapprove the final appointment of any Intelligence Analyst or any proposed personnel replacement in accordance with Paragraph 3.0 (Contractor Hiring Requirements, General) of Exhibit A (Statement of Work) of this Contract.
- 7.3.6 County has the absolute right to approve or disapprove all of Contractor's personnel performing work hereunder and any proposed changes in Contractor's personnel, including, but not limited to, Contractor Project Manager.

7.4 Contractor's Staff Identification

- 7.4.1 All Contractor personnel assigned to County facilities are required to have a photo County Identification (ID) badge, visible at all times. Contractor bears all expense of the badging.
- 7.4.2 Contractor is responsible to ensure that personnel have obtained a Security Access Control System (SACS) badge at Contractor's sole expense, issued by the Federal Bureau of Investigation. A County ID will also be issued in order to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.
- 7.4.3 Contractor must notify County within one Business Day when personnel is terminated from working under this Contract. Contractor must retrieve and return personnel's County ID badge to County on the next Business Day after the employee has terminated employment with Contractor.
- 7.4.4 If County requests the removal of Contractor's personnel, Contractor must retrieve and return personnel's County ID badge to County on the next Business Day after personnel has been removed from working on County's Contract.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's personnel performing Services under this Contract, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of Contractor, regardless of whether the member of Contractor's personnel passes or fails the background investigation.
- 7.5.2 County Project Director or County Project Manager will schedule the background investigation with the Department's Civilian Backgrounds Unit. The fees associated with the background investigation will be at the expense of Contractor, regardless if the member of Contractor's personnel passes or fails the background investigation.
- 7.5.3 If a member of Contractor's personnel does not pass the background investigation, County may request that the member of Contractor's personnel be immediately removed from performing Services under this Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's personnel any information obtained through County's background investigation.
- 7.5.4 County, in its sole discretion, may immediately deny or terminate County facility access to any member of Contractor's personnel that fails such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 7.5.5 Disqualification of any member of Contractor's personnel pursuant to this subparagraph 7.5 (Background and Security Investigations) of this Contract will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or

subcontractors, to comply with this subparagraph 7.6 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this subparagraph 7.6 (Confidentiality) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor must sign and adhere to the provisions of Exhibit E (Contractor Acknowledgement and Confidentiality Agreement) of this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

- 8.1.1 For any change which does not materially affect the scope of Work, period of performance, term, Contract sum, payments, or any other term or condition of this Contract, a Change Notice to the Contract must be executed by Contractor Project Manager and County Project Director or designee.
- 8.1.2 For any change which materially affects the scope of Work, term, Contract sum, payments, or any term or condition included under this Contract, an Amendment to the Contract must be negotiated and executed by Contractor and the Board.
- 8.1.3 The Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by Contractor and the Sheriff or designee.
- 8.1.4 Notwithstanding subparagraph 8.1.1 through 8.1.3 above, for (1) any option periods of the Contract, (2) any modifications pursuant to subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions) of this Contract, (3) any decrease in the number or position type of

Intelligence Analysts, and (4) any increase in the number or position type of Intelligence Analyst that does not increase the Maximum Contract Sum by more than 10% for the term of the Contract provided sufficient funding is available, an Amendment to this Contract shall be executed by Contractor and the Sheriff, or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 Contractor must notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.
- 8.2.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this subparagraph, County consent will require a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under

this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the Services to be provided by Contractor under this Contract will also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor must continue to provide all of the Services set forth in this Contract.

8.5 Complaints

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

- 8.5.1. Within 30 Business Days after the Contract effective date, Contractor must provide County with Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.5.3. If County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within five Business Days for County approval.
- 8.5.4. If, at any time, Contractor wishes to change Contractor's policy, Contractor must submit proposed changes to County for approval before implementation.
- 8.5.5. Contractor must preliminarily investigate all complaints and notify County Project Manager of the status of the investigation within five Business Days of receiving the complaint.
- 8.5.6. When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7. Copies of all written responses must be sent to County Project Manager within three Business Days of mailing to the complainant.

8.6 Compliance with Applicable Law

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

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

8.7 Compliance with Civil Rights Laws

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

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of County ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.8.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or

that Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), Contractor must have and adhere to a written policy that provides that its Employees will receive from 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 Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this subparagraph of this Contract, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform Services for County under this Contract, the subcontractor will also be subject to the provisions of this subparagraph. The provisions of this subparagraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the subcontract agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate, to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this subparagraph of the Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County

contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of Work hereunder will in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

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

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

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

8.11 Consideration of Hiring GAIN/GROW Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor

should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's poster, Exhibit F (Safely Surrendered Baby Law) in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

8.14.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from 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 County and its taxpayers.

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

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

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

8.17 Employment Eligibility Verification

- 8.17.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor must obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 Contractor must indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

- 8.18.1 This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email, or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.
- 8.18.2 County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Change Notices prepared pursuant to subparagraph 8.1 (Amendments and Change Notices) of this Contract and received via communications facilities (facsimile, email, or electronic signature), as legally sufficient

evidence that such legally binding signatures have been affixed to Amendments and Change Notices to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between County and Contractor and is not intended, and must not be construed, to create the relationship of agent,

servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.22.2 Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Contract all compensation and benefits. County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 8.22.3 Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of contractor pursuant to this Contract.
- 8.22.4 Contractor must adhere to the provisions stated in subparagraph 7.6 (Confidentiality) of this Contract.

8.23 Indemnification

Contractor must indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents (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 or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.24 General Provisions for all Insurance Coverage

- 8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in subparagraphs 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 Contractor pursuant to this Contract. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

1. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement

confirming County and its Agents (defined below) has been given Insured status under Contractor's General Liability policy, must be delivered to County as stated below and provided prior to commencing Services under this Contract.

2. Renewal Certificates must be provided to County not less than ten Days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
3. Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.
4. Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
5. Certificates and copies of any required endorsements must be sent to the County Contract Compliance Manager as listed in Exhibit C (County Administration) of this Contract.
6. Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

County, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether

such liability is attributable to Contractor or to County. The full policy limits and scope of protection also must apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under Contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain 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)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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. County and its Agents must be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of 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 Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer. The written notice must be provided to County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 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 must maintain such coverage for a period of not less than three years following this Contracts expiration, termination or cancellation.

8.26 Liquidated Damages

8.26.1 If, in the judgment of County Project Director or County Project Manager, Contractor is deemed to be non-compliant with the terms and obligations

assumed hereby, County Project Director or County Project Manager, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by County Project Director or County Project Manager, in a written notice describing the reasons for said action.

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

1. Deduct from Contractor's payment, pro rata, those applicable portions of the monthly contract sum; and/or
2. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, and that Contractor will be liable to County for liquidated damages in said amount. Said amount will be deducted from County's payment to Contractor; and/or
3. Upon giving five Days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

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

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

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 Contractor certifies to County each of the following:
1. Contractor has a 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. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to

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

8.28.6 Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this subparagraph 8.28 (Nondiscrimination and Affirmative Action) of this Contract when so requested by County.

8.28.7 If County finds that any provisions of this subparagraph 8.28 (Nondiscrimination and Affirmative Action) of this Contract have been violated, such violation will constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

Contractor must bring to the attention of County Project Director or County Project Manager any dispute between County and Contractor regarding the performance of Services as stated in this Contract. If County Project Director or County Project Manager is not able to resolve the dispute, the Sheriff, or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit C (County Administration) and Exhibit D (Contractor Administration). Addresses may be changed by either party giving ten Days prior written notice thereof to the other party. County Project Director or County Project Manager will have the authority to issue all notices or demands required or permitted by County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

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

8.36.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and

indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

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

1. Contractor must develop all publicity material in a professional manner; and
2. During the term of this Contract, Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County Project Director. County will not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by Contractor and will be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor will pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by Contractor without the advance approval of County. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract.
- 8.40.2 If Contractor desires to subcontract, Contractor must provide the following information promptly at County's request:
1. A description of the Work to be performed by the subcontractor;
 2. A draft copy of the proposed subcontract; and
 3. Other pertinent information and/or certifications requested by County.

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

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

Failure of Contractor to maintain compliance with the requirements set forth in subparagraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 Days of written notice will be grounds upon which County may terminate this Contract pursuant to subparagraph 8.43 (Termination for Default) and pursue debarment of 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 County, in its sole discretion, to be in its best interest. Termination of Work hereunder will be effected by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination

becomes effective. The date upon which such termination becomes effective will be no less than ten Days after the notice is sent.

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

1. Stop Work under this Contract on the date and to the extent specified in such notice, and
2. Complete performance of such part of the Work as would not have been terminated by such notice.

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

8.43 Termination for Default

8.43.1 County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County Project Director:

1. Contractor has materially breached this Contract; or
2. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other Work required either under this Contract; or
3. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five Business Days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

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

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

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

8.43.4 If, after County has given notice of termination under the provisions of this subparagraph 8.43 (Termination for Default) of this Contract it is determined by County that Contractor was not in default under the provisions of subparagraph 8.43 (Termination for Default) of this Contract or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to subparagraph 8.42 (Termination for Convenience) of this Contract.

8.43.5 The rights and remedies of County provided in this subparagraph 8.43 (Termination for Default) of this Contract will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, Amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.44.2 Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.

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

8.45 Termination for Insolvency

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

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

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

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

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

8.51.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

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

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

8.53 Time Off for Voting

Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law

([Elections Code Section 14000](#)). Not less than ten Days before every statewide election, every contractor and subcontractor must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

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

- 8.54.1 Contractor acknowledges that County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- 8.54.2 If Contractor or member of Contractor's staff is convicted of a human trafficking offense, County will require that Contractor or member of Contractor's staff be removed immediately from performing Services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.54.3 Disqualification of any member of Contractor's staff pursuant to this paragraph will 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 Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this subparagraph 8.56 (Compliance with Fair Chance Employment Hiring Practices) of this Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

8.57 Compliance with the County Policy of Equity

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

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the

solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of County. A violation of this provision will result in the disqualification of Contractor/Proposer from participation in County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Contract.

8.59 Injury and Illness Prevention Program

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

9.0 Survival

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

Paragraph 1.0 (Applicable Documents)

Paragraph 2.0 (Definitions)

Paragraph 3.0 (Work)

Subparagraph 5.4 (No Payment for Services Provided Following
Expiration/Termination of Contract)

Subparagraph 7.6 (Confidentiality)

Subparagraph 8.1 (Amendments and Change Notices)

Subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6 (Compliance with Applicable Law)

Subparagraph 8.19 (Fair Labor Standards)

Subparagraph 8.20 (Force Majeure)

Subparagraph 8.21 (Governing Law, Jurisdiction, and Venue)

Subparagraph 8.23 (Indemnification)

Subparagraph 8.24 (General Provisions for all Insurance Coverage)

Subparagraph 8.25 (Insurance Coverage)

Subparagraph 8.26 (Liquidated Damages)

Subparagraph 8.34 (Notices)

Subparagraph 8.38 (Record Retention and Inspection/Audit Settlement)

Subparagraph 8.42 (Termination for Convenience)

Subparagraph 8.43 (Termination for Default)

Subparagraph 8.48 (Validity)

Subparagraph 8.49 (Wavier)

Subparagraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Paragraph 10.0 (Survival)

DRAFT

**CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC.
FOR
INTELLIGENCE ANALYST SERVICES
FOR JOINT REGIONAL INTELLIGENCE CENTER**

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

**GENERAL DYNAMICS INFORMATION
TECHNOLOGY, INC.**

By

Name

Title

COUNTY OF LOS ANGELES

By

Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By Approval on File
Michele Jackson
Principal Deputy County Counsel

**CONTRACT
FOR
INTELLIGENCE ANALYST SERVICES FOR JRIC**

TABLE OF CONTENTS OF EXHIBITS

EXHIBITS

- A STATEMENT OF WORK
- B PRICE SHEET
- C COUNTY ADMINISTRATION
- D CONTRACTOR ADMINISTRATION
- E CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F SAFELY SURRENDERED BABY LAW
- G CONTRACT DISCREPANCY REPORT

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EXHIBIT A

STATEMENT OF WORK

INTELLIGENCE ANALYST SERVICES FOR JOINT REGIONAL INTELLIGENCE CENTER

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TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
1.0 OVERVIEW	1
2.0 SCOPE OF WORK	1
3.0 CONTRACTOR HIRING REQUIREMENTS, GENERAL.....	2
4.0 REQUIRED SKILLS & QUALIFICATIONS	3
4.1 Required Skills	3
4.2 Qualifications.....	4
5.0 SPECIFIC WORK REQUIREMENTS	6
5.1 Intelligence Analysts	6
5.2 Senior Intelligence Analyst Manager.....	7
5.3 Intelligence Analyst Manager	9
5.4 Operations Intelligence Analyst Manager.....	10
5.5 Systems Intelligence Analyst.....	11
6.0 OTHER WORK REQUIREMENTS	13
6.1 Work Location	13
6.2 Days and Hours of Operation, Schedule, Holidays and Overtime.....	13
7.0 CONTRACTOR'S RESPONSIBILITIES.....	14
8.0 QUALITY CONTROL	15
9.0 COUNTY'S QUALITY ASSURANCE PLAN	16
9.1 Monthly Meetings	16
9.2 Contract Discrepancy Report (Exhibit G)	16
9.3 County Observations.....	16
10.0 GREEN INITIATIVES	16

STATEMENT OF WORK (SOW)

1.0 OVERVIEW

This Statement of Work (SOW) defines the specific tasks and responsibilities of Contractor in providing highly trained Intelligence Analysts to the Joint Regional Intelligence Center (JRIC) in Los Angeles.

JRIC is the Department of Homeland Security - designated Fusion Center for the Central District of California, which is a collaboration effort between federal, state, local law enforcement and public safety agencies to integrate criminal and terrorism threat intelligence and provide intake, analysis, fusion, syntheses, and dissemination of that information. JRIC operates with the use of highly trained Intelligence Analysts who are subject matter experts in counter-terrorism including domestic terrorism, international terrorism, and critical infrastructure. These Intelligence Analysts are the backbone of every Fusion Center, as they analyze the patterns, trends, and evidence of organized criminal activity for use by the first responders and public safety executives.

Capitalized terms used in this SOW without the definition herein will have meanings given to such terms in Paragraph 2.0 (Definitions) of the Contract.

2.0 SCOPE OF WORK

- 2.1 Contractor must initially provide 21 Intelligence Analysts in accordance with Exhibit B (Price Sheet) of the Contract. During the term of the Contract, Contractor may be required to provide up to 28 Intelligence Analysts in accordance with the SOW and Exhibit B (Price Sheet) of the Contract as may be mutually agreed to by County and Contractor.
 - 2.1.1 One of the Intelligence Analysts must serve as a Senior Intelligence Analyst Manager, who will be the senior administrator for JRIC.
 - 2.1.2 One of the Intelligence Analysts must serve as an Intelligence Analyst Manager, who will be the Analysis Section manager for JRIC.
 - 2.1.3 One of the Intelligence Analysts must serve as an Operations Intelligence Analyst Manager, who will be the privacy policy officer for JRIC.
 - 2.1.4 One of the Intelligence Analysts must serve as a Systems Intelligence Analyst, who will be the senior computer network systems administrator for JRIC.
 - 2.1.5 All Intelligence Analysts, including the Senior Intelligence Analyst Manager, Intelligence Analyst Manager, Operations Intelligence Analyst Manager and Systems Intelligence Analyst will be collectively referred to herein as "Intelligence Analysts," unless otherwise apparent from the context in which the term is used.

- 2.1.6 It is anticipated that the Services required under the Contract will be fully funded by (1) the United States Department of Homeland Security (DHS), 2021 and 2022 Urban Areas Security Initiative (UASI) Grant Program distributed through the California Governor's Office of Emergency Services (Cal OES), Cal OES ID Number 037-95050, through City of Los Angeles Sub-recipient Agreement Numbers C-141324 and C-144055, and/or (2) the 2021 and 2022 Homeland Security Grant Program (HSGP) Grant Award Numbers 2021-0081 and 2022-0043, Cal OES ID Number 037-91034, which funds the Regional Threat Assessment Center (RTAC), and subsequent grant years and numbers, and is subject to all policies, provisions and requirements of the grants, which are incorporated herein by this reference, including the contract provisions found in the Code of Federal Regulations 200.327, Appendix II, as applicable, which may be found using the following electronic link: [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#).
- 2.1.7 The Department reserves the right to add or delete the number of Intelligence Analysts required throughout the term of the Contract in accordance with subparagraph 8.1 (Amendments and Change Notices) of the Contract.

3.0 CONTRACTOR HIRING REQUIREMENTS, GENERAL

- 3.1 Contractor must recruit and hire Intelligence Analysts who have developed statewide and national relationships across multiple domain topics from public agencies and the private sector, in the areas of intelligence and counter-terrorism.
- 3.2 Contractor must screen and validate each Intelligence Analyst's experience and suitability to determine and ensure that each Intelligence Analyst meets the qualifications required by County.
- 3.3 Contractor's personnel must be required to pass the Department background check in accordance with subparagraph 7.5 (Background and Security Investigations) of the Contract.
- 3.4 Any expense associated with performing the screening and Department's background process of Intelligence Analysts must be at the expense of Contractor, regardless if Contractor's Intelligence Analysts pass or fail the screening and/or Department's background process.
- 3.5 Contractor's Intelligence Analysts must be available to attend personal interview(s) conducted by the Department or JRIC personnel designated by County Project Manager prior to final appointment, and prior to the provision of Services under the Contract.
- 3.6 It is County Project Director's sole discretion to approve the final appointment of a proposed Intelligence Analyst.

- 3.7 In the event of an Intelligence Analyst vacancy (either planned or unplanned), Contractor must provide a replacement within 30 Days, or as approved by County Project Manager.

4.0 REQUIRED SKILLS & QUALIFICATIONS

4.1 Required Skills

The Intelligence Analysts provided by Contractor are required to support JRIC in counter-terrorism and all-crimes/all-hazards efforts.

- 4.1.1 Intelligence Analysts must possess, including but not limited to, the following skills:
1. Conducting counter-terrorism, criminal and/or cyber intelligence investigations;
 2. Protecting critical infrastructure;
 3. Developing and establishing relationships with local, state, and federal agency partners;
 4. Understanding of California Office of Emergency Services (CAL-OES), the California State Threat Assessment System (STAS) Fusion Center Network, law enforcement intelligence operations, and homeland security partners across the nation;
 5. Developing and maintaining strategic and tactical analysis capabilities; and
 6. Providing training for state and local public safety personnel.
- 4.1.2 Intelligence Analysts must be subject-matter experts in intelligence analysis and critical infrastructure protection.
- 4.1.3 Intelligence Analysts must have work experience in state and local Fusion Centers or intelligence units which provide tactical and strategic intelligence products to state and local public safety executives, local agency response personnel, and federal agencies.
- 4.1.4 Intelligence Analysts must be subject-matter experts in various areas of counter-terrorism and intelligence, including but not limited to the following:
1. International Terrorism;
 2. Domestic Terrorism;
 3. Transportation Security;
 4. Weapons of Mass Destruction;
 5. Cyber Terrorism;
 6. Agro-terrorism;
 7. Public Health;
 8. Anti-terrorism/Force Protection;
 9. Critical Infrastructure/Key Resources (CIKR) protection;
 10. Policy Development; and

11. Acting as a Public Safety Liaison.

4.1.5 Intelligence Analysts must possess a wide range of experience stemming from careers at federal, state, and local agencies, among which may include:

1. Central Intelligence Agency (CIA);
2. Federal Bureau of Investigation (FBI);
3. Department of Homeland Security (DHS) including:
 - a. National Operations Center (NOC),
 - b. Department of Defense (DOD),
 - c. California Department of Justice (DOJ); and
4. Local law enforcement agencies

4.2 Qualifications

4.2.1 Contractor's Intelligence Analysts must have:

1. a minimum of two years of experience conducting intelligence analysis in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.

-AND-

2. a Federal Emergency Management Agency (FEMA) approved Intelligence Analyst training course certificate of completion within the first six months of employment under the Contract.

A bachelor's degree or an associate's degree from an accredited institution is desirable.

4.2.2 Additionally, all Intelligence Analysts must possess and demonstrate the following qualifications and experience:

1. Professional experience and formal training in analytical methodologies and tradecraft experience working in state and local Fusion Centers or intelligence units within federal, state, or local law enforcement agencies.
2. Experience conducting all-source intelligence analysis, trend analysis and formal briefs.
3. Monitoring situational awareness (indications & warnings).
4. Producing strategic assessments, distributing and responding to requests for information, producing threat assessments.
5. Initiating topic-specific working groups, and providing local relevance to terrorist events occurring nationally or intentionally.
6. Thorough understanding of the Fusion Center concept, as well as day-to-day operations, challenges, and relationships of all types of Fusion Centers.

7. Comprehensive understanding of critical infrastructure sites, and their interactions. Contractor Intelligence Analysts will be integrated into JRIC and must be fully aware of the needs of Fusion Centers and their constituents.
8. Established relationships with constituents throughout the JRIC area of responsibility to gain an understanding of their needs and concerns, facilitate information sharing, and to cement cooperative working relationships.
9. Previous leadership and participation in local working groups, to forge relationships between JRIC and its constituents, host meetings/training sessions focused on topics of utmost importance to constituent agencies and provide training on critical subjects within JRIC area of responsibility.
10. Prior experience synthesizing local, national, and international intelligence information with local situational awareness resulting in customized products for federal, state, and local partners.
11. Competency in developing and implementing strategic, mission-support initiatives. These activities concentrate on improving core Fusion Center competencies to maintain and enhance strategic operations.
12. Certification in a FEMA-approved Intelligence Analyst training course that meets analytical training requirements for Fusion Center analysts set forth in the DHS grant programs.
13. All Intelligence Analysts must possess, at a minimum, Interim Secret Security Clearance. However, most Intelligence Analysts should possess a Secret Security Clearance.

4.2.3 In addition to the qualifications and experience requirements set forth in subparagraphs 4.2.1 and 4.2.2 above, the Senior Intelligence Analyst Manager must possess the following:

1. A bachelor's degree in a relevant field to include Criminal Justice Management. A master's degree in a directly relevant field is desirable.
2. A minimum of 15 years of experience in law enforcement/intelligence community, including ten years of supervisory and/or management experience must be at the level of a senior executive (i.e., equivalent to a Lieutenant/GS-14 or above) in a large law enforcement/intelligence organization.
3. Experience managing multi-agency operations, such as a task force or Fusion Center environment.
4. Secret Security Clearance

4.2.4 In addition to the qualifications and experience requirements set forth in subparagraphs 4.2.1 and 4.2.2 above, the Intelligence Analyst Manager must possess the following:

1. A bachelor's degree in a relevant field to include Criminal Justice Management.
2. A minimum of ten years of experience in law enforcement/intelligence community, including five years of supervisory and/or management experience which must be at the level of a senior executive (i.e., equivalent to Lieutenant/GS-14 or above) in a large law enforcement/intelligence organization.
3. Experience working in or managing multi-agency operations, such as a task force or fusion center environment.
4. Secret Security Clearance.

4.2.5 In addition to the qualifications and experience requirements set forth in subparagraphs 4.2.1 and 4.2.2 above, the Operations Intelligence Analyst Manager must possess the following:

1. A bachelor's degree in a relevant field to include Criminal Justice Management.
2. A minimum of ten years of experience in law enforcement/intelligence community, including five years of business operations management experience. Project Management Professional (PMP) certification desired.
3. Experience working in process improvement, gap analysis, and strategic operations.
4. Secret Security Clearance

4.2.6 In addition to the qualifications and experience requirements set forth in subparagraphs 4.2.1 and 4.2.2 above, the Systems Intelligence Analyst must possess the following:

1. A bachelor's degree in a relevant field to include Criminal Justice Management.
2. A minimum of three years of experience working with the U.S. Government and/or state, and local enforcement agencies.
3. Successfully completed training that provided knowledge and tools for network defense.
4. Secret Security Clearance

5.0 SPECIFIC WORK REQUIREMENTS

5.1 Intelligence Analysts

5.1.1 The Intelligence Analysts must develop and produce:

1. Analyses of integrated intelligence;
2. Analytical products to include assessments and notifications;
3. Tactical products to include intelligence bulletins, subject and/or organizational profiles, target packages, etc.; through evaluation of research from various resources;

4. Concepts of operations and procedures related to intelligence operations;
5. Continuity of operations plans;
6. Inter- and intra-agency communications plans;
7. Revisions to State Homeland Security Strategy;
8. Revisions to California's Critical Infrastructure Protections Program;
9. Annual reports; and
10. Various other reports in support of organizational initiatives.

5.1.2 The Intelligence Analysts must, with little or no direction, identify gaps or shortfalls within programs, policies, and/or procedures to correct the deficiencies, and develop and implement new programs as required.

5.1.3 The Intelligence Analysts will assist, as requested by County Project Manager, with the development and implementation of training for state and local public safety personnel. The training may include California POST-Certified (Peace Officer Standard and Training) courses. The frequency of these training events will be determined by JRIC's training unit and is subject to allocated grant funding and regional scheduling availability.

5.2 Senior Intelligence Analyst Manager

5.2.1 The Senior Intelligence Analyst Manager must also possess the same skills to perform the specific Work requirements listed for the Intelligence Analysts in subparagraph 5.1 (Intelligence Analysts) of this SOW.

5.2.2 The Senior Intelligence Analyst Manager will serve as the senior administrator for JRIC and will represent the highest authority on the implementation of JRIC policies. All JRIC personnel are accountable to the Senior Intelligence Analyst Manager. The Senior Intelligence Analyst Manager will be accountable to the JRIC Governance Board.

5.2.3 General duties of the Senior Intelligence Manager include, but are not limited to:

1. Overseeing and evaluating all aspects of JRIC operations, including resource allocation, organizational structure, product quality, and the collection of all threat information; based on said review and evaluation, making appropriate notifications and suggestions by partner agencies;
2. Working under the general administrative direction of the JRIC Governance Board and ensuring that the intent of the JRIC Governance Board is enacted;
3. Maintaining clear and consistent communication with the JRIC Governance Board regarding execution of programs and policies to achieve JRIC mission and goals;

4. Implementing the Baseline Capabilities for State and Major Urban Area Fusion Centers, including the Suspicious Activity Reporting (SAR) Fundamentals and Processes and National SAR Initiative (NSI);
5. Coordinating and executing the overall intelligence and information-sharing program for JRIC;
6. Developing, implementing, and periodically re-evaluating performance metrics to ensure JRIC effectively achieves its mission goals;
7. Providing strategic direction to analytic efforts to ensure intelligence priority needs are met;
8. Directing long-term planning for the center, including strategic planning for resources and staffing;
9. Establishing guidelines and priorities for day-to-day JRIC operations;
10. Developing and reviewing intelligence-sharing and privacy protection policies and procedures;
11. Negotiating memoranda of understanding when necessary with partner intelligence, law enforcement, and public safety agencies;
12. Acting as liaison between the Regional Information Sharing System's (RISS), Western States Information Network (WSIN), the State Threat Assessment System (STAS), Urban Area Security Initiative (UASI), Major County Sheriff's Association Intel Commanders Group (ICG), and public and private sector partner organizations;
13. Representing JRIC in meetings with personnel from the public safety community, the US Intelligence Community, as well as other federal, tribal, state, local, and private sector entities;
14. Maintaining regular liaison with senior official counterparts from federal, tribal, state, and local agencies to exchange information and collect data applicable to projects and intelligence reporting of possible terrorism-related activity to also include all crimes and all hazard events;
15. Working closely with management at the other California Fusion Centers and the State Threat Assessment Center (STAC) to ensure that homeland security (to include national security, criminal and all hazard) intelligence gathering, analysis, and dissemination is effectively coordinated across the state;
16. Maintaining effective working relationships with intelligence agencies, law enforcement organizations, and regional public and private partners to ensure that JRIC intelligence assessments and requirements are coordinated;
17. Working with section managers to ensure personnel are appropriately supervised;

18. Reviewing personnel training needs and determining training progress in conjunction with section managers; and
19. Leading the evolution of JRIC's capabilities to coincide with the mission statement.

5.3 Intelligence Analyst Manager

- 5.3.1 The Intelligence Analyst Manager must also possess the same skills to perform the specific Work requirements, listed for the Intelligence Analysts in subparagraph 5.1 (Intelligence Analysts) above.
- 5.3.2 The Intelligence Analyst Manager will serve as the Analysis Section manager for the JRIC and will be accountable to the Senior Intelligence Analyst Manager.
- 5.3.3 General duties of the Intelligence Analyst Manager include, but are not limited to:
 1. Working directly under the administrative direction of the JRIC Senior Intelligence Analyst Manager and ensuring that the duties and responsibilities as requested from the Senior Intelligence Analyst Manager are completed or carried out;
 2. Maintaining clear and consistent communication with Senior Intelligence Analyst Manager regarding execution of programs and policies to achieve the JRIC mission and goals for the Analysis Section;
 3. Establishing guidelines, priorities, and management systems for the daily operation of the Analysis Section;
 4. Leveraging expertise to guide and mentor personnel, serving as a resource with advanced knowledge, skills, and abilities within subject matter expertise;
 5. Assigning tasks, as needed, to Analysis Section personnel;
 6. Functioning as the primary managerial point of contact for the Analysis Section;
 7. Managing the operation of the Analysis Section including supervising personnel, developing policies and procedures, directing the product line, and prioritizing production efforts;
 8. Providing regular performance feedback to Analysis Section personnel;
 9. Maintaining clear and consistent communication with JRIC Deputy Directors, supervisors, and senior personnel to ensure smooth, consistent, and coordinated JRIC operations;
 10. Providing oversight and coordination of key intelligence issues relevant to the JRIC area of responsibility (AOR);
 11. Reviewing the training needs of Analysis Section personnel and determining training process;

12. Providing documented quantitative and qualitative performance measures to the Senior Intelligence Analyst Manager to validate Analysis Section activities;
13. Approving, as needed, the publication and dissemination of JRIC products and briefings per JRIC release guidelines;
14. Overseeing, as needed, requests for products and requests for information (RFIs) from JRIC customers;
15. Representing JRIC in meetings with personnel from the public safety community, the US Intelligence Community, and other federal, tribal, state, local, and private sector entities; and
16. Maintaining regular communication with official counterparts from federal, tribal, state, and local agencies to exchange information and collect data applicable to projects and intelligence reporting of possible terrorism-related activity.

5.4 Operations Intelligence Analyst Manager

- 5.4.1 The Operations Intelligence Analyst Manager must also possess the same skills to perform the specific Work requirements, listed for the Intelligence Analysts in subparagraph 5.1 (Intelligence Analysts) of this SOW.
- 5.4.2 The Operations Intelligence Analyst Manager will be responsible for:
 1. The effective and successful management of business projects, efficiency of work productivity, and quality control measures set by the JRIC Senior Intelligence Analyst Manager and the management team;
 2. Coordinating a structured method of business operations across the organization; and
 3. Enhancing operational procedures and principles in the areas of information flow, processes, and management reporting.
- 5.4.3 General duties of the Operations Intelligence Analyst Manager include, but are not limited to:
 1. Serving as the Privacy Policy Officer for JRIC that includes, reviewing operations and documentation for privacy compliance, and managing reports of errors and violations of the privacy policy;
 2. Working directly with the JRIC Senior Intelligence Analyst Manager to oversee innovative policy, establishing quality standards and resources;
 3. Planning, monitoring, and analyzing key metrics for project performance to ensure efficiency and timely completion of tasks;
 4. Working closely with the Senior Intelligence Analyst Manager to implement policies and procedures, and ensure continued compliance;

5. Providing direct support to the JRIC Executive Governance Board, coordinating project requests, providing counsel and organizational guidance as needed;
6. Contributing operations information and recommendations to strategic plans and reviews;
7. Collaborating with unit supervisors to make decisions regarding operational activity and strategic goals;
8. Managing the creation and implementation of policies and procedures, to include accountability;
9. Conceptualizing, drafting and updating quality assurance procedures;
10. Overseeing the collection, preparation, and execution of operating reports and/or statistical records of data;
11. Managing project progress and adapting work as required to ensure deadlines are met;
12. Conducting in-house audits of documentation, assessing operational data, and identifying quality concerns; and
13. Providing operational consultation to the JRIC Senior Intelligence Analyst Manager and his/her management team.

5.5 Systems Intelligence Analyst

- 5.5.1 The Systems Intelligence Analyst must also possess the same skills to perform the specific Work requirements, listed for the Intelligence Analysts in subparagraph 5.1 (Intelligence Analysts) of this SOW.
- 5.5.2 The Systems Intelligence Analyst will serve as the senior network systems administrator, or IT administrator, assigned to JRIC.
- 5.5.3 The Systems Intelligence Analyst must provide user account management and domain administrator support, and audio/visual support (i.e. display surface operations support, Video Tele-Conferencing (VTC) support, and Geo Spatial or Geographic support).
- 5.5.4 The Systems Intelligence Analyst must have knowledge of Virtual Private Network (VPN) Secure Remote Access operations and be able to collaborate with the Department's Data Systems Bureau (DSB). In addition, the Systems Intelligence Analyst must have the ability to implement IT updates, upgrades, and demonstrate expertise in website administration. Contractor must ensure the Systems Intelligence Analyst maintains current knowledge of these systems and other technologies that will benefit JRIC, through a comprehensive annual training plan.

The Systems Intelligence Analyst's knowledge and demonstrated expertise must include, but are not be limited to:

1. Demonstratable experience in the deployment, utilization, and maintenance of VPN systems;

2. Three years' experience working with the U.S. Government and/or state, and local law enforcement agencies;
3. Successfully completed training that provided knowledge and tools for network defense (i.e. SANS boot camp);
4. Familiarity with various VPN service providers and ability to articulate their capabilities, strengths, and weaknesses; and
5. Ability to formulate strategic plans for the development and replacement of JRIC IT systems.

5.5.5 General Duties of the Systems Intelligence Analyst include, but are not limited to:

1. Performing complex network and server administration functions;
2. Maintaining hardware and operating systems, to include system configuration, updates, and upgrades;
3. Installing, customizing, configuring, and troubleshooting;
4. Testing and optimizing moderate to complex physical infrastructure designs;
5. Designing and implementing network security solutions, including elements such as end use trust relationships, access rights, and directories;
6. Performing Virtual Local Area Networks (VLAN) configuration to support the installation and maintenance of Services over Internet Protocol (IP) address, such as audio, video, and data;
7. Analyzing network resource utilization;
8. Implementing solutions to correct problems to ensure applications are accessible and functioning properly;
9. Developing and recommending procedures for network management, including resourcing all decentralized and remote network Services;
10. Planning and installing hardware upgrades for network servers, gateways, and associated telephone devices;
11. Ensuring network security according to policies and procedures, and documenting information processes;
12. Tracking JRIC IT assets;
13. Designing and maintaining more complex network architecture, including hubs, routers, and associated hardware; and
14. Providing in-depth support for information security incidents including internal violations, viruses, and system access.

6.0 OTHER WORK REQUIREMENTS

6.1 Work Location

- 6.1.1 The Work location for the Intelligence Analysts will be:
Joint Regional Intelligence Center
Los Angeles County Sheriff's Department
12440 Imperial Highway, Suite 700E
Norwalk, California 90650
- 6.1.2 County reserves the right to change Work location during the term of the Contract, at the sole discretion of County Project Director.
- 6.1.3 At the request of County Project Manager, Contractor and Intelligence Analysts will be required to attend various meetings and threat briefings throughout the state of California at a local, state, or federal facility approved for SECRET level material.

6.2 Days and Hours of Operation, Schedule, Holidays and Overtime

- 6.2.1 Work for full-time Intelligence Analysts will generally be conducted Monday through Friday, with an option at the discretion of County Project Manager, of flexible work hours, for a total of 80 regular hours within a two-week period, except Intelligence Analyst Manager, for a total of 64 regular hours within a two-week period.
 - 1. Work for part-time Intelligence Analysts will generally be conducted Monday through Friday, with an option at the discretion of County Project Manager, of flexible work hours, up to 40 regular hours within a two-week period, not to exceed 24 regular hours per week.
- 6.2.2 Contractor's Intelligence Analysts will be permitted time off at the Contractor's sole expense under this Contract for ten holidays. At the beginning of each calendar year, Contractor will provide a list of recognized holidays for County approval. The holidays schedule may vary from year to year.
- 6.2.3 Contractor's Intelligence Analysts may be required to provide Services on holidays set forth in subparagraph 6.2.2 above, or on an emergency basis outside of the established work schedule hours, based on the needs of the County. Contractor's Intelligence Analysts established work scheduled hours will be adjusted accordingly for that work week.
- 6.2.4 In addition to the ten holidays, Contractor's Intelligence Analysts will be allotted two weeks (80 hours) of vacation time annually at Contractor's expense. All requests for vacation time must be approved in advance by County Project Manager.
- 6.2.5 At County discretion, Overtime funds will be allotted annually as listed on Exhibit B (Price Sheet) of the Contract and as approved by CAL OES.

County Project Manager or designee will ensure the overtime funds are approved by Cal OES, for each contract year, prior to the Intelligence Analysts expending the funds.

1. Operational Overtime cost is allowable for Intelligence Analysts for the following reasons:
 - a. Personnel assigned to directly support any of the following security activities: National Terrorism Advisory System (NTAS), National Security Special Event (NSSE), Special Event Assessment Rating (SEAR) Level 1 through 4 Events, State of Emergency, National Critical Infrastructure Prioritization Program (NCIPP), and Directed Transit Patrols.
 - b. Personnel to participate in information, investigative, and intelligence sharing activities related to homeland security/terrorism preparedness and specifically requested by a federal agency.
2. Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes. Overtime and backfill for part-time and volunteer emergency response personnel participating in DHS/FEMA training.
3. Intelligence Analyst will be paid straight time rates for any overtime worked.

7.0 CONTRACTOR'S RESPONSIBILITIES

- 7.1 Contractor must maintain one or more telephone line(s) which are available 24 hours per day, seven days per week. In cases of emergency, the Contractor Project Manager must be accessible by conventional and/or cellular telephone. The access numbers must be provided to County Project Manager during the term of the Contract.
- 7.2 Contractor must be able to effectively communicate in English, both orally and in writing.
- 7.3 Contractor must, at Contractor's expense, provide training for Intelligence Analysts, for up to 24 hours per calendar year, as specified and approved by County Project Manager, throughout the term of the Contract.
- 7.4 Contractor must report all Work provided by submitting a monthly written report, a Deliverable Report by Contractor, containing a summary report of the Intelligence Analysts Work related activities and any such information as County Project Director or County Project Manager may reasonably request from time to time.
- 7.5 Contractor will be solely liable and responsible for providing all compensation and benefits to all persons performing Work for Contractor pursuant to this Contract.

County will not be liable or responsible 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.

- 7.6 Contractor understands and agrees that all persons performing Work under this Contract are, for purposes of workers' compensation liability, the sole employees of the Contractor and not employees of County. County will have no obligation to furnish, or liability for, workers compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Contract.
- 7.7 Contractor and its employees and agents performing Work under this Contract must maintain the confidentiality of all records and information, events, or circumstances which occur during the course of Contractor's performance under this Contract, in accordance with all applicable federal, state, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.8 Contractor must comply with FAR Clause 52.204-2 Security Requirements.

8.0 QUALITY CONTROL

Contractor must establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of Service throughout the term of the Contract. The plan must be submitted to County Project Manager for review. The plan must include, but may not be limited to the following:

- 8.1 Method of monitoring to ensure that Contract requirements are being met;
- 8.2 Monitoring methods to be used;
- 8.3 Frequency of monitoring;
- 8.4 Samples of forms to be used in monitoring;
- 8.5 Title/level and qualifications of personnel performing monitoring functions;
- 8.6 Documentation methods of all monitoring results, including any corrective action taken
- 8.7 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.

9.0 COUNTY'S QUALITY ASSURANCE PLAN

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

9.1 Monthly Meetings

Contractor is required to attend a scheduled monthly meeting.

9.2 Contract Discrepancy Report (Exhibit G)

9.2.1 Verbal notification of a Contract discrepancy will be made to the Contractor's Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by County and Contractor.

9.2.2 County Project Manager will determine whether a formal Contract Discrepancy Report (CDR) must be issued. Upon receipt of this document, the Contractor is required to respond in writing to County Project Manager within five Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to County Project Manager within ten Business Days.

9.3 County Observations

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

10.0 GREEN INITIATIVES

10.1 Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

10.2 Contractor must notify County Project Manager of Contractor's new green initiatives prior to the Contract commencement.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
INTELLIGENCE ANALYST SERVICES FOR JOINT REGIONAL INTELLIGENCE CENTER
EXHIBIT B (PRICE SHEET)

FULL TIME = 1920 HOURS PER YEAR

PART TIME = 960 HOURS PER YEAR

IA #2 = 1504 HOURS PER YEAR

ITEM DESCRIPTION	Funding Source	BASE TERM						Option Term 1		Option Term 2		Option Term 3		Option Term 4	
		12/19/2023 - 12/18/2024		12/19/2024 - 12/18/2025		12/19/2025 - 12/18/2026		12/19/2026 - 12/18/2027		12/19/2027 - 12/18/2028		12/19/2028 - 12/18/2029		12/19/2029 - 12/18/2030	
		Hourly Rate	Annual Cost	Hourly Rate	Annual Cost	Hourly Rate	Annual Cost	Hourly Rate	Annual Cost	Hourly Rate	Annual Cost	Hourly Rate	Annual Cost	Hourly Rate	Annual Cost
CURRENT SERVICE LEVEL															
Senior Intelligence Analyst Manager #1	UASI	\$ 175.45	\$ 336,864.00	\$ 181.42	\$ 348,326.40	\$ 187.58	\$ 360,153.60	\$ 193.96	\$ 372,403.20	\$ 200.56	\$ 385,075.20	\$ 207.37	\$ 398,150.40	\$ 214.43	\$ 411,705.60
Intelligence Analyst Manager #2	RTAC	\$ 154.70	\$ 232,668.80	\$ 159.96	\$ 240,579.84	\$ 165.40	\$ 248,761.60	\$ 171.02	\$ 257,214.08	\$ 176.84	\$ 265,967.36	\$ 182.85	\$ 275,006.40	\$ 189.07	\$ 284,361.28
Operations Intelligence Analyst Manager #3	RTAC	\$ 144.78	\$ 277,977.60	\$ 149.70	\$ 287,424.00	\$ 154.79	\$ 297,196.80	\$ 160.06	\$ 307,315.20	\$ 165.50	\$ 317,760.00	\$ 171.12	\$ 328,550.40	\$ 176.94	\$ 339,724.80
Systems Intelligence Analyst #4	UASI	\$ 94.63	\$ 181,689.60	\$ 97.47	\$ 187,142.40	\$ 99.90	\$ 191,808.00	\$ 102.40	\$ 196,608.00	\$ 104.96	\$ 201,523.20	\$ 107.59	\$ 206,572.80	\$ 110.27	\$ 211,718.40
Intelligence Analyst #5	UASI	\$ 95.56	\$ 183,475.20	\$ 98.42	\$ 188,966.40	\$ 100.88	\$ 193,689.60	\$ 103.41	\$ 198,547.20	\$ 105.99	\$ 203,500.80	\$ 108.64	\$ 208,588.80	\$ 111.36	\$ 213,811.20
Intelligence Analyst #6	UASI	\$ 118.62	\$ 227,750.40	\$ 122.17	\$ 234,566.40	\$ 125.23	\$ 240,441.60	\$ 128.36	\$ 246,451.20	\$ 131.57	\$ 252,614.40	\$ 134.86	\$ 258,931.20	\$ 138.23	\$ 265,401.60
Intelligence Analyst #7	UASI	\$ 66.95	\$ 128,544.00	\$ 68.96	\$ 132,403.20	\$ 70.68	\$ 135,705.60	\$ 72.45	\$ 139,104.00	\$ 74.26	\$ 142,579.20	\$ 76.12	\$ 146,150.40	\$ 78.02	\$ 149,798.40
Intelligence Analyst #8	RTAC	\$ 124.52	\$ 239,078.40	\$ 128.25	\$ 246,240.00	\$ 131.46	\$ 252,403.20	\$ 134.75	\$ 258,720.00	\$ 138.12	\$ 265,190.40	\$ 141.57	\$ 271,814.40	\$ 145.11	\$ 278,611.20
Intelligence Analyst #9	RTAC	\$ 74.04	\$ 142,156.80	\$ 76.26	\$ 146,419.20	\$ 78.16	\$ 150,067.20	\$ 80.12	\$ 153,830.40	\$ 82.12	\$ 157,670.40	\$ 84.17	\$ 161,606.40	\$ 86.28	\$ 165,657.60
Intelligence Analyst #10	UASI	\$ 68.07	\$ 130,694.40	\$ 70.12	\$ 134,630.40	\$ 71.87	\$ 137,990.40	\$ 73.67	\$ 141,446.40	\$ 75.51	\$ 144,979.20	\$ 77.39	\$ 148,588.80	\$ 79.33	\$ 152,313.60
Intelligence Analyst #11	UASI	\$ 83.06	\$ 159,475.20	\$ 85.55	\$ 164,256.00	\$ 87.69	\$ 168,364.80	\$ 89.88	\$ 172,569.60	\$ 92.13	\$ 176,889.60	\$ 94.43	\$ 181,305.60	\$ 96.79	\$ 185,836.80
Intelligence Analyst #12	RTAC	\$ 125.86	\$ 241,651.20	\$ 129.64	\$ 248,908.80	\$ 132.88	\$ 255,129.60	\$ 136.20	\$ 261,504.00	\$ 139.60	\$ 268,032.00	\$ 143.10	\$ 274,752.00	\$ 146.67	\$ 281,606.40
Intelligence Analyst #13	RTAC	\$ 117.74	\$ 226,060.80	\$ 121.74	\$ 233,740.80	\$ 125.88	\$ 241,689.60	\$ 130.16	\$ 249,907.20	\$ 134.59	\$ 258,412.80	\$ 139.16	\$ 267,187.20	\$ 143.90	\$ 276,288.00
Intelligence Analyst #14	RTAC	\$ 72.61	\$ 139,411.20	\$ 74.79	\$ 143,596.80	\$ 76.66	\$ 147,187.20	\$ 78.58	\$ 150,873.60	\$ 80.54	\$ 154,636.80	\$ 82.56	\$ 158,515.20	\$ 84.62	\$ 162,470.40
Intelligence Analyst #15	UASI	\$ 90.70	\$ 174,144.00	\$ 93.42	\$ 179,366.40	\$ 95.76	\$ 183,859.20	\$ 98.15	\$ 188,448.00	\$ 100.60	\$ 193,152.00	\$ 103.12	\$ 197,990.40	\$ 105.70	\$ 202,944.00
Intelligence Analyst #16	RTAC	\$ 125.31	\$ 240,595.20	\$ 129.07	\$ 247,814.40	\$ 132.29	\$ 253,996.80	\$ 135.60	\$ 260,352.00	\$ 138.99	\$ 266,860.80	\$ 142.47	\$ 273,542.40	\$ 146.03	\$ 280,377.60
Intelligence Analyst #17	RTAC	\$ 96.82	\$ 185,894.40	\$ 99.72	\$ 191,462.40	\$ 102.22	\$ 196,262.40	\$ 104.77	\$ 201,158.40	\$ 107.39	\$ 206,188.80	\$ 110.08	\$ 211,353.60	\$ 112.83	\$ 216,633.60
Intelligence Analyst #18	RTAC	\$ 70.25	\$ 134,880.00	\$ 72.35	\$ 138,912.00	\$ 74.16	\$ 142,387.20	\$ 76.02	\$ 145,958.40	\$ 77.92	\$ 149,606.40	\$ 79.86	\$ 153,331.20	\$ 81.86	\$ 157,171.20
Intelligence Analyst #19	UASI	\$ 80.69	\$ 154,924.80	\$ 83.11	\$ 159,571.20	\$ 85.19	\$ 163,564.80	\$ 87.32	\$ 167,654.40	\$ 89.50	\$ 171,840.00	\$ 91.74	\$ 176,140.80	\$ 94.03	\$ 180,537.60
Intelligence Analyst #20	UASI	\$ 69.69	\$ 133,804.80	\$ 71.78	\$ 137,817.60	\$ 73.58	\$ 141,273.60	\$ 75.41	\$ 144,787.20	\$ 77.30	\$ 148,416.00	\$ 79.23	\$ 152,121.60	\$ 81.21	\$ 155,923.20
Intelligence Analyst #21	UASI	\$ 117.74	\$ 226,060.80	\$ 121.74	\$ 233,740.80	\$ 125.88	\$ 241,689.60	\$ 130.16	\$ 249,907.20	\$ 134.59	\$ 258,412.80	\$ 139.16	\$ 267,187.20	\$ 143.90	\$ 276,288.00
Current Service Level Sub-Total			\$ 4,097,801.60		\$ 4,225,885.44		\$ 4,343,622.40		\$ 4,464,759.68		\$ 4,589,308.16		\$ 4,717,387.20		\$ 4,849,180.48
Overtime (if available)			\$ 50,000.00		\$ 50,000.00		\$ 50,000.00		\$ 50,000.00		\$ 50,000.00		\$ 50,000.00		\$ 50,000.00
Annual Contract Sum			\$ 4,147,801.60		\$ 4,275,885.44		\$ 4,393,622.40		\$ 4,514,759.68		\$ 4,639,308.16		\$ 4,767,387.20		\$ 4,899,180.48
Current Service Level Total					\$12,817,309.44										\$ 31,637,944.96

ITEM DESCRIPTION	Funding Source	BASE TERM						Option Term 1		Option Term 2		Option Term 3		Option Term 4	
		12/19/2023 - 12/18/2024		12/19/2024 - 12/18/2025		12/19/2025 - 12/18/2026		12/19/2026 - 12/18/2027		12/19/2027 - 12/18/2028		12/19/2028 - 12/18/2029		12/19/2029 - 12/18/2030	
		Hourly Rate	Annual Cost	Hourly Rate	Annual Cost	Hourly Rate	Annual Cost	Hourly Rate	Annual Cost	Hourly Rate	Annual Cost	Hourly Rate	Annual Cost	Hourly Rate	Annual Cost
*OPTIONAL SERVICE LEVEL															
Intelligence Analyst #22	UASI	\$ 117.74	\$ 226,060.80	\$ 121.74	\$ 233,740.80	\$ 125.88	\$ 241,689.60	\$ 130.16	\$ 249,907.20	\$ 134.59	\$ 258,412.80	\$ 139.16	\$ 267,187.20	\$ 143.90	\$ 276,288.00
Intelligence Analyst #23	UASI	\$ 96.82	\$ 185,894.40	\$ 99.72	\$ 191,462.40	\$ 102.22	\$ 196,262.40	\$ 104.77	\$ 201,158.40	\$ 107.39	\$ 206,188.80	\$ 110.08	\$ 211,353.60	\$ 112.83	\$ 216,633.60
Intelligence Analyst #24	UASI	\$ 90.70	\$ 174,144.00	\$ 93.42	\$ 179,366.40	\$ 95.76	\$ 183,859.20	\$ 98.15	\$ 188,448.00	\$ 100.60	\$ 193,152.00	\$ 103.12	\$ 197,990.40	\$ 105.70	\$ 202,944.00
Intelligence Analyst #25	RTAC	\$ 70.25	\$ 134,880.00	\$ 72.35	\$ 138,912.00	\$ 74.16	\$ 142,387.20	\$ 76.02	\$ 145,958.40	\$ 77.92	\$ 149,606.40	\$ 79.86	\$ 153,331.20	\$ 81.86	\$ 157,171.20
Intelligence Analyst #26	RTAC	\$ 66.95	\$ 128,544.00	\$ 68.96	\$ 132,403.20	\$ 70.68	\$ 135,705.60	\$ 72.45	\$ 139,104.00	\$ 74.26	\$ 142,579.20	\$ 76.12	\$ 146,150.40	\$ 78.02	\$ 149,798.40
Intelligence Analyst #27 (part-time)	UASI	\$ 95.08	\$ 91,276.80	\$ 97.93	\$ 94,012.80	\$ 100.38	\$ 96,364.80	\$ 102.89	\$ 98,774.40	\$ 105.46	\$ 101,241.60	\$ 108.10	\$ 103,776.00	\$ 110.80	\$ 106,368.00
Intelligence Analyst #28 (part-time)	RTAC	\$ 95.08	\$ 91,276.80	\$ 97.93	\$ 94,012.80	\$ 100.38	\$ 96,364.80	\$ 102.89	\$ 98,774.40	\$ 105.46	\$ 101,241.60	\$ 108.10	\$ 103,776.00	\$ 110.80	\$ 106,368.00
Optional Service Level Sub-Total			\$ 1,032,076.80		\$ 1,063,910.40		\$ 1,092,633.60		\$ 1,122,124.80		\$ 1,152,422.40		\$ 1,183,564.80		\$ 1,215,571.20
Optional Service Level Sum Total					\$3,188,620.80										\$ 7,862,304.00

MAXIMUM ANNUAL CONTRACT SUM	\$ 5,179,878.40	\$ 5,339,795.84	\$ 5,486,256.00	\$ 5,636,884.48	\$ 5,791,730.56	\$ 5,950,952.00	\$ 6,114,751.68
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MAXIMUM CONTRACT SUM \$ 39,500,248.96

FUNDING SOURCES:

United States Department of Homeland Security, Urban Areas Security Initiative (UASI) Grant Program distributed through the California Governor's Office of Emergency Services (Cal OES), through City of Los Angeles.
United States Department of Homeland Security, Homeland Security Grant Program (HSGP) Grant Award, which funds the Regional Threat Assessment Center (RTAC)

All items identified under Current Service Level are funded either through RTAC or UASI funds and invoiced in accordance with subparagraph 5.5 (Invoices and Payments).

*Optional Service Level is based upon availability of grant funding. County may request additional Intelligence Analysts from this category to be added to the Current Service Level by executing an Amendment between County and Contractor in accordance with subparagraph 8.1.4 of the Contract.

COUNTY ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Sandra J. Lucio
Title: Acting Captain
Address: 1275 North Eastern Avenue
Los Angeles, California 90063
Telephone: (323) 980-2201
E-Mail Address: sjlucio@lasd.org

COUNTY PROJECT MANAGER:

Name: Roberto M. Hernandez
Title: Lieutenant
Address: 12440 East Imperial Highway, Suite 700
Los Angeles, California 90650
Telephone: (562) 345-1182
E-Mail Address: r5hernan@lasd.org

COUNTY CONTRACT COMPLIANCE MANAGER:

Name: Angelo Faiella
Title: Assistant Director
Address: 211 West Temple Street 6th Floor
Los Angeles, California 90012
Telephone: (213) 229-3259
Facsimile: (323) 415-1246
E-Mail Address: afaiell@lasd.org

GRANTS UNIT – GRANTS ACCOUNTING

Address: 211 West Temple Street 6th Floor
Los Angeles, California 90012

CONTRACTOR ADMINISTRATION**CONTRACTOR NAME:** GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC**CONTRACT NO:** _____**CONTRACTOR PROJECT MANAGER:**

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC.

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: _____



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

CONTRACT NO.: _____

DATES: Prepared by County: _____

Received by Contractor: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Project Manager

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Project Manager

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Project Director

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Project Director Signature and Date _____

Contractor Project Manager Signature and Date _____



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

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



GUILLERMO VIERA ROSA
Chief Probation Officer

November 7, 2023

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 CONTRACT WITH HEALTHRIGHT 360 TO PROVIDE
COMPREHENSIVE SERVICES TO THE ASSEMBLY BILL (AB) 109 POPULATION
FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Requesting authority for the County of Los Angeles Probation Department (Probation) to enter into a contract with HealthRight 360 (HR 360) to provide Comprehensive Services to the Assembly Bill (AB) 109 Population.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Chief Probation Officer or designee to prepare and execute a contract substantially similar to the attached contract (Attachment) between Probation and HealthRight 360 to provide Comprehensive Services to the Assembly Bill (AB) 109 Population for a one (1) year period, for an estimated annual amount of \$10,000,000, commencing January 1, 2024, through December 31, 2024, upon approval as to form by County Counsel.
2. Delegate authority to the Chief Probation Officer or designee to prepare and execute contract modifications to extend the contract term for up to six (6) additional one (1) year periods for an estimated annual amount of \$10,000,000, upon approval as to form by County Counsel.
3. Delegate authority to the Chief Probation Officer or designee to prepare and execute modifications to the Contract for any decrease or increase to (1) the contract rates, not to exceed twenty percent (20%), and (2) the period of performance pursuant to the terms of the Contract, not to exceed one hundred eighty (180) days, and upon approval as to form by County Counsel.

4. Delegate authority to the Chief Probation Officer or designee to approve (1) non-material, technical, and administrative changes to the contract, (2) necessary changes to the scope of services, and if necessary, (3) termination of, in whole or in part, the contract with HealthRight 360.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions is to obtain approval of the attached contract (Attachment) with HealthRight 360 to provide Comprehensive Services to the AB 109 Population to Probation. The services will consist of System Navigation, Housing Case Management, and Housing.

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.

FINANCIAL IMPACT/FINANCING:

The estimated annual contract amount is \$10,000,000. The Contract is fully funded by AB 109.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS:

The term of the Contract shall be effective on January 1, 2024, for a one-year term ending December 31, 2024, with the option to extend for six (6) additional one (1) year periods for a maximum total Contract term of seven (7) years. There is no impact on departmental employee relations since this is not a Proposition A contract. Probation has also determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Contract.

The Contract (Attachment) 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) 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.

CONTRACTING PROCESS:

Probation released an RFP for Comprehensive Services to the Assembly Bill (AB) 109 Population on September 8, 2022. As part of the competitive solicitation process, five hundred (500) solicitation letters were sent to service providers. Additionally, advertisements were placed in the Los Angeles Times and Lynwood Journal/Nuestra Comunidad. The solicitation information and the RFP were also made available through the Internet on the County of Los Angeles Internal Services Department and Probation websites.

As a result of the solicitation process, twenty-two (22) potential providers registered for the Virtual Mandatory Proposer's Conference (Conference), and eleven (11) potential providers attended the Conference. Three (3) proposals were received. One (1) of the three (3) proposals was found non-responsive for failing to meet the minimum mandatory qualifications in the RFP.

An evaluation committee was formed to evaluate the two (2) remaining proposals that were submitted in response to this solicitation. Financial subject-matter experts assessed the financial viability of the Proposers to perform the work. The winning proposal, that of HR 360, was rated as being most responsive to the RFP, and therefore HR 360 is being recommended for contract award. There are no protests pending.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable HR 360 to provide comprehensive services to the AB 109 population, specifically including System Navigation, Housing Case Management, and Housing.

Respectfully submitted,

GUILLERMO VIERA ROSA
Chief Probation Officer

TH:DS:kk

Enclosure

c: Executive Officer
Chief Executive Officer
County Counsel



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

HEALTHRIGHT 360

FOR

**COMPREHENSIVE SERVICES TO THE ASSEMBLY BILL 109
(AB 109) POPULATION**

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
	RECITALS.....	1
1	APPLICABLE DOCUMENTS	1
2	DEFINITIONS....	3
3	WORK.....	4
4	TERM OF CONTRACT	4
5	CONTRACT SUM	5
5.1	Total Contract Sum.....	5
5.2	Written Approval for Reimbursement	6
5.3	Notification of 75% of Total Contract Sum	6
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.....	8
6	ADMINISTRATION OF CONTRACT - COUNTY	8
6.1	County Administration	8
6.2	County's Contract Manager.....	8
6.3	County's Program Manager	9
6.4	County's Contract Monitor	9
7	ADMINISTRATION OF CONTRACT - CONTRACTOR.....	9
7.1	Contractor Administration	9
7.2	Contractor's Staff	10
7.3	Approval of Contractor's Staff.....	10
7.4	Contractor's Staff Identification.....	10
7.5	Background and Security Investigations	10
7.6	Confidentiality	11
8	STANDARD TERMS AND CONDITIONS	13
8.1	Amendments	13
8.2	Assignment and Delegation/Mergers or Acquisitions	14

8.3	Authorization Warranty	14
8.4	Budget Reductions	15
8.5	Complaints.....	15
8.6	Compliance with Applicable Law	16
8.7	Compliance with Civil Rights Laws.....	16
8.8	Compliance with the County's Jury Service Program	17
8.9	Conflict of Interest.....	18
8.10	Consideration of Hiring County Employees Targeted for Layoff or are on a County Re-Employment List	19
8.11	Consideration of Hiring GAIN-GROW Participants	19
8.12	Contractor Responsibility and Debarment	20
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	Counterparts and Electronic Signatures and 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
8.31	Notice of Disputes	35

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	40
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.....	44
8.49	Waiver.....	44
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.....	45
8.53	Time Off for Voting	45
8.54	Compliance with County's Zero Tolerance Policy on Human Trafficking	46
8.55	Intentionally Omitted.....	46
8.56	Compliance with Fair Chance Employment Hiring Practices.....	46
8.57	Compliance with the County Policy of Equity.....	46
8.58	Prohibition from Participation in Future Solicitation(s)	47

8.59	Injury and Illness Prevention Program	47
9	UNIQUE TERMS AND CONDITIONS	47
9.1	Intentionally Omitted.....	47
9.2	Intentionally Omitted.....	47
9.3	Intentionally Omitted.....	47
9.4	Intentionally Omitted.....	47
9.5	Contractor’s Charitable Activities Compliance	47
9.6	Intentionally Omitted.....	48
9.7	Intentionally Omitted.....	48
9.8	Intentionally Omitted.....	48
9.9	Intentionally Omitted.....	48
10.	SURVIVAL.....	48

CONTRACT PROVISIONS TABLE OF CONTENTS

STANDARD EXHIBITS

A	Statement of Work (SOW)
B	Pricing Sheet
C	Intentionally Omitted
D	Contractor's EEO Certification
E	County's Administration
F	Contractor's Administration
G1	Contractor Acknowledgement and Confidentiality Agreement
G2	Contractor Employee Acknowledgement and Confidentiality Agreement
G3	Contractor Non-Employee Acknowledgement and Confidentiality Agreement
G4	Employee's Acknowledgement of Employer
H	Jury Service Ordinance
I	Safely Surrendered Baby Law
J	Intentionally Omitted
K	Intentionally Omitted
L	Intentionally Omitted
M	Intentionally Omitted
N	Intentionally Omitted
O	Charitable Contributions Certification
P	Background Request Form
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	Auxiliary Funds Reimbursement
W	AB 109 Area Offices and Jail Facility

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES**

AND

HEALTHRIGHT 360

FOR

**COMPREHENSIVE SERVICES TO THE
ASSEMBLY BILL 109 (AB 109) POPULATION**

This Contract ("Contract") made and entered into this _____ day of _____, 20xx, by and between the County of Los Angeles, hereinafter referred to as County, and HealthRight 360, hereinafter referred to as "Contractor." Contractor is located at 1735 Mission Street, San Francisco, CA 94103.

RECITALS

WHEREAS, the County of Los Angeles Probation Department has a need for the services of a contractor to provide comprehensive services to the Assembly Bill (AB) 109 population, and

WHEREAS, the County through its Chief Probation Officer, is authorized to Contract under California Governmental Code Section 31000; and

WHEREAS, the County through its Probation Officer, is authorized to contract under California Governmental Code section 26227, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons; and

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

1 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, D, E, F, G1, G2, G3, G4, H, I, O, 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 G1 - Contractor Acknowledgement and Confidentiality Agreement
- EXHIBIT G2 - Contractor Employee Acknowledgement and Confidentiality Agreement
- EXHIBIT G3 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- EXHIBIT G4 - Employee's Acknowledgment of Employer
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Intentionally Omitted
- 1.11 EXHIBIT K - Intentionally Omitted
- 1.12 EXHIBIT L - Intentionally Omitted
- 1.13 EXHIBIT M - Intentionally Omitted
- 1.14 EXHIBIT N - Intentionally Omitted
- 1.15 EXHIBIT O - Charitable Contributions Certification
- 1.16 EXHIBIT P - Background Request Form
- 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 - Auxiliary Funds Reimbursement
- 1.23 EXHIBIT W - AB 109 Area Offices and Jail Facility

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 on January 1, 2024, through December 31, 21024, unless sooner terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer or designee, and the authorized official of the Contractor, by mutual written agreement for up to six (6) additional one (1) year periods for a maximum total Contract term of seven (7) years.

4.2 Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer or designee and the written concurrence of the Contractor. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

The County maintains databases that track/monitor the Contractor's performance history. Information entered into 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 Sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for supplying all services under this Contract consistent with the cost listed in Exhibit B (Pricing Sheet). The annual Contract sum, inclusive of all applicable taxes, is estimated at \$10,000,000 for the initial term of the Contract and each subsequent twelve (12) month option periods. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein.

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

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

The Contractor shall submit monthly invoices for actual costs incurred for administrative/indirect costs. Invoices shall detail the administrative/indirect costs incurred and include supporting documentation for such costs. The Contractor shall retain all relevant supporting documents and make them available to the County at any time for audit purposes.

The Contractor shall return to the County any unspent funds in excess of actual administrative/indirect costs under this Contract at the end of each Contract term. The Contractor must return to the

County any funds received in excess of administrative/indirect costs. The Contractor agrees to be bound by applicable County unsupported and disallowed cost procedures, rules and regulations, and to repay to the County any amount, with its earned interest, which is found to violate the terms of this Contract or applicable County provisions.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A

(Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (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 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

**AB109 Program Manager
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 Intentionally Omitted

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 7.5.7 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 No personnel employed by the CONTRACTOR or Subcontractor for this Contract that has been on probation or parole and has sustained a violation or any circumstance leading to custody/confinement time within the last three years prior to proposed employment, shall be eligible to provide services on this Contract. All CONTRACTOR or Subcontractor staff performing services under this Contract shall be able to demonstrate at least 3 years of no confinement time and lawful behavior. The three years may include the period of supervision on probation or parole. The CONTRACTOR or Subcontractor may appeal any disqualifications which will be reviewed on a case-by-case basis with the final decision remaining with the COUNTY
- 7.5.6 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.
- 7.5.7 Because the County is charged by the State for checking the criminal records of the Contractor's or the subcontractor's employees; the County will bill the Contractor to recover these expenses. The current amount is forty-nine dollars (\$49.00) per record check, which is subject to change by the State.

7.6 Confidentiality

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

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

- 7.6.2 The Contractor shall inform all of its officers, employees, agents and the subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.2.1 The Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.2.2 The Contractor shall require each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgement and Confidentiality Agreement)
- 7.6.2.3 The Contractor shall require each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement)
- 7.6.3 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or the subcontractors, to comply with this Paragraph 7.6 (Confidentiality) , as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor indemnification obligations under this Paragraph 7.6 (Confidentiality) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

7.6.4 Confidentiality of Adult and Juvenile Records

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

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

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

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

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

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

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

time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

- 8.5.1 The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.
- 8.5.2 Complaint Procedures
- 8.5.2.1 Within fifteen (15) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

8.6 Compliance with Applicable Law

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

8.7 Compliance with Civil Rights Laws

- 8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the

grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D (Contractor's EEO Certification).

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy

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

8.8.2.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as

determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

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

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer

or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

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

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

8.11 Consideration of Hiring GAIN-GROW Participants

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is

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

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

hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

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

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

- 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 <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

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

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

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

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

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

8.17 Employment Eligibility Verification

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

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

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

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

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

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

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

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

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

The Contractor shall include all subcontractors as insureds under the Contractor's own policies, or shall provide the County with each subcontractor's separate evidence of insurance coverage. The

Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and the Contractor as additional insureds on the subcontractor's General Liability policy. The Contractor shall obtain the County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to the Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Intentionally Omitted

8.25.4.2 Professional Liability-Errors and Omissions

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

8.25.4.3 Intentionally Omitted

8.25.4.4 Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than \$2 million per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.25.4.5 Intentionally Omitted

8.25.4.6 Intentionally Omitted

8.25.4.7 Intentionally Omitted

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Chief Probation Officer, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work

not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Chief Probation Officer, or his/her designee, in a written notice describing the reasons for said action.

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

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

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

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

not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

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

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

8.29 Non-exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

- 8.31.1 The Contractor shall bring to the attention of the County's Program Manager and/or the County's Contract Manager any dispute

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

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

8.37 Publicity

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- 8.37.1.1 The Contractor shall develop all publicity material in a professional manner; and
- 8.37.1.2 During the term of this Contract, the Contractor shall not and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Program Manager. The County shall not unreasonably withhold written consent.
- 8.37.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded

this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the

County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.5 Intentionally Omitted

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
 - 8.40.2.2 A draft copy of the proposed subcontract; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's

approval of the Contractor's proposed subcontract.

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

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

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

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

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
 - 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
 - 8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

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

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

8.45 Termination for Insolvency

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

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

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

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

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

8.53 Time Off for Voting

- 8.53.1 The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information

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

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

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

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

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

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

8.57 Compliance with the County Policy of Equity

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

uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 Injury and Illness Prevention Program

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

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect

the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Intentionally Omitted

10.0 SURVIVAL

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement

Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation
Paragraph 9.2	Ownership of Materials, Software and Copyright
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 10.0	Survival

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

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

By _____
GUILLERMO VIERA ROSA
CHIEF PROBATION OFFICER

HEALTHRIGHT 360

By _____

Name (Typed or Printed)

Title

APPROVED AS TO FORM:

DAWYN R. HARRISON
COUNTY COUNSEL

By _____
JASON C. CARNEVALE
DEPUTY COUNTY COUNSEL

EXHIBIT A
STATEMENT OF WORK
COMPREHENSIVE SERVICES TO THE AB 109
POPULATION

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1.0	SCOPE OF WORK	53
2.0	SPECIFIC TASKS	54
3.0	QUALITY CONTROL	84
4.0	QUALITY ASSURANCE PLAN	85
5.0	DEFINITIONS.....	87
6.0	RESPONSIBILITIES	88
	<u>COUNTY</u>	
6.1	Personnel.....	88
6.2	Intentionally Omitted	88
	<u>CONTRACTOR</u>	
6.3	Project Director	88
6.4	Personnel.....	89
6.5	Intentionally Omitted	90
6.6	Intentionally Omitted	90
6.7	Intentionally Omitted	90
6.8	Contractor's Office	90
7.0	HOURS/DAYS OF WORK	91
8.0	INTENTIONALLY OMITTED.....	91
9.0	UNSCHEDULED WORK.....	91
10.0	INTENTIONALLY OMITTED.....	91

11.0	INTENTIONALLY OMITTED.....	91
12.0	PERFORMANCE REQUIREMENTS SUMMARY	91

APPENDIX A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

- 1.1 CONTRACTOR shall provide comprehensive services to the COUNTY'S Assembly Bill (AB) 109 population to enable successful reintegration into the community. The AB 109 Population (hereinafter referred to as "participants") shall include, but not be limited to the following:

- 1.1.1 Post Release Community Supervision Offenders.
- 1.1.2 Straight sentenced offenders under Penal Code §1170(h);
- 1.1.3 Proposition 47 Offenders, including those re-sentenced and/or released from County jails or State prisons under the provisions of Proposition 47, which reclassified certain criminal offenses from felonies to misdemeanors: and
- 1.1.4 Proposition 36 Offenders, including those re-sentenced and/or released from County jails or State prisons under the provisions of Proposition 36, which reformed sentencing guidelines for "Three Strikes" offenses.
- 1.1.5 Straight Sentence individuals, and Proposition 47 individuals no longer under split-sentence.
- 1.1.6 Post release supervision and non-supervised re-entry individuals as designated by the Board of Supervisors on October 6, 2015 (hereinafter referred to as participants) to enable successful reintegration into the community.

Services include System Navigation, Housing Case Management, and Housing. COUNTY anticipates making approximately 6000 referrals for Housing and approximately 7500 referrals for System Navigation annually. The actual number of referrals will be based on COUNTY needs.

- 1.2 CONTRACTOR shall not open new housing facilities or satellite facilities to provide contracted services unless approved by the COUNTY. CONTRACTOR may subcontract services as approved by the COUNTY.

All housing facilities must adhere to all Federal, State, COUNTY, and City certifications and regulations, including but not limited to Community Care Licensing regulations.

1.3 CONTRACTOR shall adhere to the following COUNTY referral process:

1.3.1 Designated, approved COUNTY staff will use a County generated referral form (hereinafter "Referral Form") to refer participants to the CONTRACTOR. The Referral Form shall include participant's identification and case related information.

1.3.2 All referrals should originate from COUNTY. Self-referrals by CONTRACTOR or outside agency are not permitted. All Referral Forms must be signed by designated COUNTY staff in order to be considered valid.

1.3.3 CONTRACTOR shall acknowledge receipt of all COUNTY referrals within one business day. CONTRACTOR shall sign each Referral Form, indicating requested services will be provided within COUNTY'S required timeline. CONTRACTOR shall send a signed copy of the referral form back within two (2) business days to referring COUNTY Deputy Probation Officer (DPO), Program Analyst(s) and COUNTY'S central email depository AB109ContractReferrals@Probation.LACounty.gov.

1.3.4 CONTRACTOR shall complete and submit a COUNTY generated authorization form to release confidential records.

1.3.5 All communication of confidential participant information sent by email between the Contractor and the County shall be encrypted using an encryption method specified by the County.

1.3.6 CONTRACTOR shall be required to establish and maintain a corporate email address that will be the depository for all COUNTY referrals

2.0 SPECIFIC TASKS

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

2.1 System Navigation

2.1.1 CONTRACTOR shall provide 12 System Navigators that shall be responsible for assessing the participants' community re-entry using the System Navigation Needs Assessment/Case Plan. A System Navigator shall be located at each of the

offices listed in COUNTY AB109 Supervision Area Offices (Exhibit W), the CRRC and the Welcome Center. If CONTRACTOR has less than twelve (12) System Navigators, it must submit to COUNTY a schedule to cover all locations. Each System Navigator shall work up to forty hours per week, Monday through Friday, excluding COUNTY holidays. COUNTY shall have the right to review and modify System Navigation services conditioned upon COUNTY'S determination of need.

- 2.1.2 The System Navigators shall provide links to services and ensure that participants acquire eligibility support documents that are necessary for employment, housing, education, and medical/mental health treatment including but not limited to, Social Security cards, and valid identification cards.
- 2.1.3 The System Navigators shall determine what benefits each participant is entitled to receive.
- 2.1.4 The System Navigators shall maintain daily sign-in logs and documents that outline services provided, including but not limited to, copies of all service applications completed by the participant.
- 2.1.5 The System Navigators shall provide monthly reports to the COUNTY identifying the number of eligibility support documents completed and services obtained.
- 2.1.6 The System Navigators shall maintain a current list of resources that are offered within the community. At a minimum, the list of resources shall include:
 - 2.1.6.1 Medical
 - 2.1.6.2 Dental
 - 2.1.6.3 Mental Health
 - 2.1.6.4 Public Health
 - 2.1.6.5 Educational
 - 2.1.6.6 Vocational
 - 2.1.6.7 Social Services

2.1.6.8 AB109 Auxiliary Funds

2.1.6.9 Information that assists with the determination of eligibility for State, Federal, or County entitlement programs.

2.1.7 Performance Measures

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

2.1.7.2 Eighty-five percent (85%) of eligible participants shall receive assistance in completing and submitting required forms for public assistance.

2.2 Housing Case Management

2.2.1. CONTRACTOR Housing Case Managers

2.2.1.1 CONTRACTOR shall provide Housing Case Managers to perform duties and responsibilities including, but not limited to:

2.2.1.1.1 Prepare a monthly Housing Facility visitation schedule and include a minimum of one visit to each Housing Facility to provide case management and system navigation services to participants.

2.2.1.1.2 Conduct face-to-face meetings with participants on a monthly basis.

2.2.1.1.3 Provide links and referrals to services.

2.2.1.1.4 Ensure participants acquire all eligibility support documents requested, including but not limited to, Social Security cards, and valid identification cards. A copy of the Social Security card and valid identification card should be maintained in the participant's case file.

2.2.1.1.5 Maintain daily sign-in logs and documents that outline services

provided, including but not limited to copies of all service applications completed by the participant. Ensure each Housing Facility maintains a list of resources that are offered within the community as indicated in Paragraph 2.2.10 of this Statement of Work.

2.2.1.1.6 Provide monthly progress reports on the IPCP goals to participant's assigned DPO.

2.2.2 CONTRACTOR shall complete a standardized Housing Needs 7-Day Assessment approved by the COUNTY for every participant referred for housing services within five business days of placement. Placement is defined as the participant having a County generated Referral Form and being placed in a Housing Facility. CONTRACTOR shall email the completed assessment within two (2) business days of completion to the assigned DPO and Program Analysts. The assessment shall include, but not be limited to, the following information:

2.2.2.1 Unemployment

2.2.2.2 Family Issues

2.2.2.3 Transportation

2.2.2.4 Prohibitive Housing based on Criminal History

2.2.2.5 Chronic Homelessness

2.2.2.6 Welfare Eligibility

Contractor shall notify the assigned DPO in writing if participant may need mental health/substance use disorder assistance.

2.2.3 CONTRACTOR shall develop an evidence-based Individualized Performance Case Plan (IPCP), as provided by County in collaboration with the DPO and the participant. The IPCP will establish goals and action plans for reintegration into the community and into permanent housing. The IPCP should address items on the Housing Needs 7- Day Assessment. CONTRACTOR shall complete an IPCP within 10 business days of participant's admittance into housing. The IPCP shall be submitted to the COUNTY within 5

business days after being completed. CONTRACTOR shall update the participant's IPCP within 5 business days of each 30-day period (30,60,90,120,150, and 180 days). The IPCP should address, but not be limited to the following information:

- 2.2.3.1 Employment Status/Work History
- 2.2.3.2 Family Issues
- 2.2.3.3 Transportation
- 2.2.3.4 Education
- 2.2.3.5 Chronic Homelessness
- 2.2.3.6 Welfare Eligibility
- 2.2.3.7 Financial information including personal savings, financial/government aid
- 2.2.3.8 Barriers to self-sufficiency
- 2.2.3.9 Participation in concurrent services (e.g., Employment Services or Educational/Vocational Services)
- 2.2.3.10 Community referrals requested and provided (e.g., parenting classes, housing assistance, anger management classes, etc.) ['
- 2.2.3.11 Progress notes and updates
- 2.2.3.12 Target dates for housing completion

2.2.4 Termination/Discharge Plan

CONTRACTOR shall initiate a Preliminary Termination/Discharge Plan, as provided by County, within the first seven days of placement, for all participants that are in housing services. The Final Termination/Discharge Plan shall be completed five business days prior to the date of discharge and returned to COUNTY within two business days after participant leaves the Housing Facility. The Termination/Discharge Plan must be provided by way of e-mail to the DPO of Record, and the COUNTY'S central email depository via AB109ContractReferrals@Probation.LACounty.gov. The Termination/Discharge Plan shall include, but not be limited to the following:

- 2.2.4.1 A Participant Personal Belongings Inventory, to be provided by County shall be completed.
- 2.2.4.2 Participant's IPCP shall be completed.
- 2.2.4.3 The DPO of Record
- 2.2.5 Prior to discharging a participant, CONTRACTOR shall complete the Contractor Intent to Stop Service sections of the Referral Form, as provided by the County. CONTRACTOR will document efforts to stabilize the placement in advance of any anticipated termination. The notice must be provided by way of e-mail to the referring DPO of Record, Program Analyst, and the COUNTY'S central email depository via AB109ContractReferrals@Probation.LACounty.gov. CONTRACTOR shall provide the Referral Form, with the Contractor Intent to Stop Service sections completed, no less than 2 business days prior to the anticipated discharge date. CONTRACTOR may provide the form less than 2 business days prior if the participant is deemed an immediate threat to the health and safety of others and will be discharged sooner.
- 2.2.6 The CONTRACTOR shall reach out and collaborate with community and faith-based organizations to encourage participation and inclusion in the community. It is envisioned that treatment providers, faith-based organizations, and other programs approved by the County, have the opportunity to present their services to participants in order to bring awareness of program opportunities.
- 2.2.7. CONTRACTOR shall ensure that housing facilities include appropriate recreational activities to enhance the housing service and keep participants engaged.
- 2.2.8 CONTRACTOR shall be required to terminate housing services (close the bed) to any participant that fails to report within 72 hours, is the subject of a medical or psychiatric hold, is Away Without Leave (AWOL) from the Housing Facility for 24 hours or is terminated from COUNTY supervision. CONTRACTOR shall complete the referral process as indicated in Paragraph 1.4 of this Statement of Work. CONTRACTOR shall provide the Referral Form with the Contractor Intent to Stop Service sections completed by emailing a signed copy of the Referral Form to the DPO of record, Program Analysts, and COUNTY'S Central Email Depository via the AB109ContractReferrals@Probation.LACounty.gov within 2

business days of services completion and/or termination date. The Contractor Intent to Stop Service sections of the Referral Form shall include the following:

- 2.2.8.1 Service completion/termination date
- 2.2.8.2 Supporting documentation to verify successful completion of component
- 2.2.8.3 Documentation describing service termination resulting from participant's failure to comply (e.g., failure to participate, a programming requirement not met, no-shows, AWOLS, etc.)
- 2.2.8.4 Discharge summary which includes participant(s), staff, etc. who were involved in the incident; where the incident occurred; what were the circumstances, when the incident occurred and how the incident unfolded.
- 2.2.8.5 Contact information of law enforcement agency or medical agency responding, if applicable.
- 2.2.9 CONTRACTOR shall notify COUNTY in writing of any known participant's arrest and/or subsequent conviction with the exception of minor traffic offenses.
- 2.2.10 The CONTRACTOR shall have a current list of resources that offer services that are not provided by the housing program. At a minimum, the list of resources shall include:
 - 2.2.10.1 Medical
 - 2.2.10.2 Dental
 - 2.2.10.3 Mental Health
 - 2.2.10.4 Public Health
 - 2.2.10.5 Educational
 - 2.2.10.6 Vocational
 - 2.2.10.7 Social Services
 - 2.2.10.8 Information that assists with the determination of eligibility for state, federal, or County entitlement programs.

2.2.11 Reporting Emergencies

The CONTRACTOR will be required to initiate local law enforcement intervention for immediate removals/terminations for the safety of the Housing Facility. CONTRACTOR shall immediately contact COUNTY in the event of an emergency involving a Housing Facility, staff or participant. A call shall be made immediately to the Probation Department's Law Enforcement Line, (626) 308-5105. Within 24 hours, the CONTRACTOR shall submit a detailed critical incident notification on the Contractor Incident Report, as provided by County, via email to the COUNTY'S Central Email Depository via AB109ContractReferrals@Probation.LACounty.gov, the DPO of Record, and Program Analysts. All incident documentation (witness affidavits, law enforcement reports, Intake Coordinator contact information, etc.) shall be included with the incident report detailing the circumstances of the event.

2.2.12 Housing Facility Staff

2.2.12.1 CONTRACTOR shall provide staff at each Housing Facility to perform duties and responsibilities that include, but are not limited to the following:

2.2.12.1.1 Provide on-site supervision twenty-four hours per day, including holidays, for all types of housing except Sober Living.

2.2.12.1.2 Provide on-site supervision for set hours for each Sober Living Facility that is approved by the COUNTY.

2.2.12.1.3 Possess a valid First Aid/CPR certification (adult and child) from either an American Red Cross or American Heart Association accredited course and instructor.

2.2.12.1.4 CONTRACTOR at Transitional Facilities and Emergency and Homeless Shelters shall provide two (2) full-time staff. A staff member shall cover the day shift and a staff member shall cover the night shift. Housing Facility Managers shall work forty hours per week, Monday through Friday. Weekends and holidays shall be covered by a lead staff member. CONTRACTOR must document Housing Facility Manager housing

visitation schedule on daily basis and report as indicated in 2.2.1.1.1.

- 2.2.12.1.5 Staff providing this function shall possess general knowledge of suicide prevention, substance abuse, mental health issues, critical incident issues, risk management, and evidence-based practices. CONTRACTOR must train staff in these areas on an annual basis. Contractor must maintain training records.
- 2.2.12.1.6 Monitor and maintain participant daily sign-in log.
- 2.2.12.1.7 Maintain an alcohol and drug free environment.
- 2.2.12.1.8 Report all illegal activity, death threats, and acts of violence immediately to a local law enforcement agency, inform the participant's DPO within twenty-four hours, and report it to the PRC nights and weekends via Probation Department's Law Enforcement Line, (626) 308-5105.
- 2.2.12.1.9 CONTRACTOR/subcontractor will report any illegal drugs, drug paraphernalia, or weapons to law enforcement. Items that represent gang affiliations and graffiti that could disrupt the nature and environment of the residence will be reported to the Deputy Probation Officer.
- 2.2.12.1.10 Make copies of completed documents for inclusion in participant's case file including but not limited to referrals, incident reports, and release of information forms.
- 2.2.12.1.11 Ensure participants who are registered sex offenders, arsonists, or gang members register with the local law enforcement agency of their assigned Housing Facility within the time allotted by law (if applicable).

2.2.13 Case Files

All participants shall have a Housing Services case file with documentation of the services provided. All case files shall be made available for announced and unannounced COUNTY inspection. At a minimum, case files shall include the following:

2.2.13.1 Referral Form

2.2.13.2 Authorization for Service (if subcontractor)

2.2.13.3 Incident Report, if applicable

2.2.13.4 Consent for Release of Information Form(s)

2.2.13.5 Housing Needs 7-Day Assessment

2.2.13.6 IPCP

2.2.13.7 IPCP progress notes

2.2.13.8 Copy of valid identification, e.g., driver license or state identification card (not required for shelter placements)

2.2.13.9 Copy of Social Security Card (not required for shelter placements)

2.2.13.10 Receipts (if applicable)

2.2.13.11 Registration with local law enforcement for participants who are registered sex offenders (California Penal Code 290), arsonists (PC 457.1), and gang members, (PC 186.30).

2.2.13.12 Termination/Discharge Plan

2.2.13.13 System Navigation Needs Assessment/Case Plan

File Storage

2.2.13.14 All storage files shall be kept in a secured and confidential place that is accessible and can be obtained within 24 hours. Files pertaining to financial data of any kind must be made available within the first 8 hours of request under an audit. Keep hard copies for at least five (5) years.

2.2.13.15 If the Contractor decides to place files off premise, they must inform the Probation Department prior to an agreement that binds them into a contract. The CONTRACTOR must pay for storage and the amount required to retrieve the documents.

2.3 Housing

2.3.1 CONTRACTOR shall provide housing in a clean, safe, and welcoming environment. This inclusion is not limited to the prohibition of any weapons, drugs, and gang paraphernalia. CONTRACTOR shall ensure that housing facilities maintain the following:

2.3.1.1 Mandatory Daily Sign-in and Attendance Log

2.3.1.2 Professional atmosphere

2.3.1.3 Display Vision, Mission and Values Statements

2.3.1.4 Provide clean and comfortable waiting area

2.3.1.5 Privacy

2.3.2 COUNTY shall pay up to 180 days for housing for eligible participants in transitional or sober living placements. If necessary, COUNTY may pay up to an additional 90-day housing extension due to extenuating circumstances (e.g., benefits acquisition, awaiting permanent subsidized housing, compiling savings, etc.). All extensions must originate from a COUNTY approved Extension Request form and must have administrative approval. Failure to secure an approved Extension Request form will result in non-payment for the extended days of service. Housing is at the discretion of the County and any participant may be required to leave by the County.

2.3.3 COUNTY shall pay up to 14 days for Emergency Shelters or Homeless Shelters. If necessary, COUNTY may pay up to 2 additional 10-day housing extensions due to extenuating circumstances (e.g., benefits acquisition, awaiting permanent subsidized housing, compiling savings, etc.). All extensions must originate from a COUNTY approved Referral Form submitted by a DPO or above. Failure to secure an approved Extension Request form will result in non-payment for the extended days of service. If the participant wishes to remain independently in a contracted Housing Facility after COUNTY funding has expired, he or she may do so providing the

agency agrees and the participant can make independent arrangements to self-pay for housing.

2.3.4 Transportation

CONTRACTOR shall provide and/or coordinate transportation for participants by providing them a bus pass or tap card, or by direct transportation. The services include the following:

2.3.4.1 Travel from current residence to housing facility, or from one housing facility to another.

2.3.4.2 Transportation to court proceedings, medical/dental appointments, substance abuse counseling, mental health counseling, and other COUNTY Services.

2.3.4.3 Contractor shall ensure that the vehicles used to transport participants, except public buses, are properly maintained and insured with full coverage auto insurance. This includes but is not limited to comprehensive and liability coverage.

2.3.5 CONTRACTOR shall make available the following types of housing:

2.3.5.1 Welcome Center Housing

2.3.5.1.1 CONTRACTOR shall provide locations that shall serve as a countywide intake and drop off center for participants who are newly released from custody. These locations shall provide on-site staff 24 hours per day, 7 days per week including holiday and weekends.

2.3.5.1.2 CONTRACTOR shall provide onsite offices that include Wi-Fi connectivity, and landline telephone services for intake/orientation.

2.3.5.1.3 Initial length of service authorization at the Welcome Center is 10 days and can be extended as needed.

2.3.5.1.4 CONTRACTOR shall support pre-release planning by receiving referrals

for participants prior to the participant's release from custody.

2.3.5.1.5 CONTRACTOR shall work collaboratively with designated Probation staff and the Los Angeles County Departments of Mental Health, Health Services and Public Health to connect client to needed treatment services.

2.3.5.1.6 CONTRACTOR shall transport participants from the Welcome Center to longer term housing after their 10 day stay of Welcome Center. Contractor shall ensure that the vehicles to transport participants are properly maintained and insured by automobile insurance which includes comprehension and liability.

2.3.5.1.7 Contractor shall conduct a Case Plan to determine the type of housing that is needed and if a higher level of care is recommended.

2.3.5.1.8 Contractor shall provide essential basic needs, including but not limited to basic hygiene products, food (including three meals per day plus snacks), shelter, and clothes.

2.3.5.1.9 Contractor shall accept 290 Sex Offenders and Arsonists with co-occurring conditions on a case-by-case basis.

2.3.5.2 Transitional Housing

Provides on-site supervision 24 hours per day, 7 days a week, including holidays, and provides ancillary services referrals as needed. Transitional Housing sites must adhere to all COUNTY and State certifications and/or regulations.

Transitional Housing with Children (THWC)

These facilities/housing environments must be parent gender specific (housing for mothers/fathers with children under 18 only). CONTRACTOR shall ensure that homes do not allow male and female participants to reside in the same housing environment. THWC adheres to all the guidelines of a regular Transitional Housing with the addition of allowing participants with dependent. Parents should not leave child(ren) unattended at any time. Children should be only be left with responsible adults with the facility manager's knowledge and approval.

2.3.5.3 Sober Living Environment (SLE)

The SLE consists of shelter in a residence which is self-governed by the participants and where there are no on-site treatment services. However, case management and system navigation are required to assist participants in obtaining documents necessary to integrate into the community.

2.3.5.4 Recuperative Care (RC)

2.3.5.4.1 An RC Housing Facility provides meals, case management and medical care to participants. The RC Housing Facility offers short-term care to participants with conditions that require stabilization that would otherwise be exacerbated by living in the other types of housing provided under this contract. Provides on-site supervision 24 hours per day, 7 days a week, including holidays. Participants for RC housing must meet the following requirements:

2.3.5.4.1.1 Have an acute medical illness or condition that requires stabilization

2.3.5.4.1.2 Be independent in the activities of daily living and medication administration

2.3.5.4.1.3 Be willing to see a Licensed Vocational Nurse (LVN) or

Registered Nurse (RN) as needed and comply with medical recommendations

2.3.5.4.1.4 Have bowel and bladder control

2.3.5.4.1.5 Be medically and psychiatrically stable enough to receive care in the Housing Facility (participant cannot be suicidal or homicidal)

2.3.5.4.1.6 Have a condition with an identifiable end point of care for discharge

2.3.5.5 Board and Care

2.3.5.5.1 Board and Care, also known as Residential Care housing, shall be certified by the State's Community Care Licensing. Board and Care housing is provided to participants with medical needs that do not require skilled nursing as determined by the County of Los Angeles Department of Health Services. Participants will be provided with assistance for daily living activities such as bathing, dressing, toileting, urinary or bowel incontinency care. Provides on-site supervision twenty-four (24) hours per day, seven (7) days a week, including holidays.

2.3.5.5.2 CONTRACTOR shall provide case management services to include outpatient healthcare and application of entitlement benefits required to support long-term living.

2.3.5.5.3 CONTRACTOR shall assist participants with the completion of the benefits application and work with the participants' healthcare provider to obtain "presumptive condition"

information for submission with the benefits application.

2.3.5.5.4 CONTRACTOR shall work with County of Los Angeles Public Social Services to expedite the establishment of benefits to offset costs of long-term care Housing Facility housing.

2.3.5.5.5 CONTRACTOR shall terminate services upon acceptance of benefits and/or transition to a long-term care Housing Facility and shall notify COUNTY of long-term housing plan within twenty-four hours of notification of established benefits.

2.3.5.6 Skilled Nursing

2.3.5.6.1 Skilled Nursing Facilities (SNF) are health care facilities licensed by the California Department of Health Services. Participant eligibility is determined by the California Department of Health Services. CONTRACTOR shall provide housing for those participants in need of services that involve managing complex and serious medical problems such as infections, wound care, and IV therapy at SNF. As medical facilities, they are allowed to provide services that cannot be dispensed in board and care homes. They offer both short and long-term care options for those with serious problems and disabilities such as quadriplegia, Multiple Sclerosis (MS), Amyotrophic Lateral Sclerosis (AM), and others who are bedridden and are unable to do anything on their own. Provides on-site supervision twenty-four (24) hours per day, seven (7) days a week, including holidays.

2.3.5.6.2 CONTRACTOR shall receive a referral with medical information to determine acceptance of participant into the SNF

and will notify COUNTY of acceptance within twenty-four hours.

- 2.3.5.6.3 CONTRACTOR shall provide case management services to include outpatient healthcare and application for entitlement benefits required to support long-term living. CONTRACTOR shall work with the participant to establish benefits and transfer the participant to a long-term care Housing Facility utilizing entitlement benefits.
- 2.3.5.6.4 CONTRACTOR shall assist participants with the completion of the long-term benefits application and work with the participant's healthcare provider to obtain "presumptive condition" information for submission with the benefits application.
- 2.3.5.6.5 CONTRACTOR shall work with County of Los Angeles Department of Public Social Services to expedite establishment of benefits to offset costs and reimburse the COUNTY for benefits received retroactive to the date of application.
- 2.3.5.6.6 CONTRACTOR shall terminate services upon acceptance of benefits and transition to long-term care Housing Facility housing and notify the COUNTY of the long-term housing plan within twenty-four hours of notification of established benefits.
- 2.3.5.6.7 CONTRACTOR shall work collaboratively with the County of Los Angeles Department of Health Services medical staff to ensure healthcare is coordinated to stabilize and rehabilitate the participant.

2.3.5.7 Medically Fragile

- 2.3.5.7.1 The term “medically fragile” is defined as having a chronic physical condition which results in a prolonged dependency on medical care for which daily skilled care and nursing intervention is medically necessary. Some examples include someone who uses a feeding tube, or a person who requires frequent time-consuming administration of specialized treatments, or someone with a life-threatening condition which requires frequent medical supervision and physician consultation, and which in the absence of such supervision or consultation would require hospitalization. Provides on-site supervision 24 hours per day, 7 days a week, including holidays.
- 2.3.5.7.2 Subacute-care units provide a specialized level of care to medically fragile patients. Subacute patients are individuals who do not need acute care, but who are too ill to be cared for by most skilled-nursing facilities. Frequently, these individuals are ventilator-dependent or require frequent respiratory treatments. While subacute beds are licensed as skilled-nursing beds, they are reimbursed differently and are subject to additional staffing and patient requirements.
- 2.3.5.7.3 CONTRACTOR shall receive a referral with medical information to determine acceptance of the participant into the Medically Fragile Housing Facility and will notify COUNTY of acceptance within twenty-four hours.
- 2.3.5.7.4 CONTRACTOR shall provide case management services to include outpatient healthcare and application for entitlement benefits required to support long-term living.

CONTRACTOR shall work with the participant to establish benefits and transfer the participant to a long-term care Housing Facility utilizing entitlement benefits.

2.3.5.7.5 CONTRACTOR shall assist participants with the completion of the long-term benefits application and work with the participant's healthcare provider to obtain "presumptive condition" information for submission with the benefits application.

2.3.5.7.6 CONTRACTOR shall work with the County of Los Angeles Department of Public Social Services to expedite establishment of benefits to offset costs and reimburse the COUNTY for benefits received, retroactive to the date of application.

2.3.5.7.7 CONTRACTOR shall terminate services upon acceptance of benefits and transition to long-term care Housing Facility housing and notify the COUNTY of the long-term housing plan within twenty-four hours of notification of established benefits.

2.3.5.7.8 CONTRACTOR will work collaboratively with the County of Los Angeles Department of Health Services medical staff to ensure healthcare is coordinated to stabilize and rehabilitate the participant.

2.3.5.8 Emergency Shelter and Homeless Shelters

Shelters are places for participants to live temporarily when they are homeless and/or cannot live in their previous residence.

2.3.5.9 Sex Offender Housing

CONTRACTOR shall provide housing for participants who are registered Sex Offenders, in

compliance with all applicable Federal, State, and local laws. CONTRACTOR shall verify and ensure that participant has registered with the local law enforcement agency of their assigned Housing Facility within five (5) days of placement.

2.3.5.10 Adult Residential Facilities

2.3.5.10.1 Adult Residential Facilities (ARFs) are non-medical facilities that provide room, meals, housekeeping, supervision, storage and distribution of medication, and personal care assistance with basic activities like hygiene, dressing, eating, bathing and transferring. This level of care and supervision is for people who are unable to live by themselves, but who do not need 24-hour nursing care.

2.3.5.10.2 ARFs include, but are not limited to, participants who are considered "Hard to Place." Hard to Place participants include, but are not limited to arsonists, mentally ill, sex offenders with mental health issues, or any combination thereof.

2.3.5.11 COVID-19, IT'S VARIANTS AND QUARANTINE BEDS

2.3.5.11.1 Covid quarantine quarters will be provided to the following participants:

- Participants first entering the facility who are placed on quarantine status.
- Participants who test positive for COVID-19 and its variants.
- Participants who have been exposed to a person who tested positive for COVID-19, but who have not been tested yet;
- Participants who have gone AWOL and requested readmission.

2.3.5.11.2 During intake, participants shall be educated regarding COVID safety measures and these measures shall be

posted in the facility. Participants shall be tested on their first day of entry into the facility (Day 1). No further testing will be conducted after Day 1 unless the participant reports fever or other COVID symptoms. If the test result is negative and the participant does not report symptoms or have a fever, the participant may leave quarantine after five days without a second test. If the participant test positive, a single bed quarters will be assigned to the participant for 10 days stay in quarantine.

2.3.5.11.3 Quarantine quarters shall consist of designated locations, wings, or floors, and shall include single occupancy rooms. There shall be identified quarantine bathrooms. Medications and food shall be brought to quarantined participants rooms, and disposable eating utensils shall be provided. All quarantine facilities used to provide beds and services must abide by the cleaning protocol established by the CDC.

2.3.5.11.4 Participants who have completed a ten-day quarantine period and exhibit no COVID symptoms and have tested negative, shall be released from quarantine.

2.3.6 Unclaimed Property

Upon the participant's termination, discharge or death from the Housing Facility, the Provider who has the participant's personal property and currency must contact the Contractor within two (2) business days to return the items. Contractor and Provider shall have a written and signed inventory list of the participant's personal property and currency upon the return of the items to the Contractor. Contractor shall contact participant's DPO within ten (10) business days to return the participant's currency to the DPO, and before donating or keeping the participant's personal property at their discretion. DPO shall have a signed receipt from the

Contractor of the currency amount received from the Contractor. DPO shall provide the currency to Probation's Fiscal Office within two (2) business days for proper disposition of the currency. All efforts will be made by the Probation to locate the participant or the participant's family to return the currency in accordance with the County Fiscal Manual, Unclaimed Funds, Section 2.6.0.

2.3.7 Medications & Personal Items

- 2.3.7.1 Prescription Medications shall be secured in locked boxes or locked cabinets.
- 2.3.7.2 Medications managed by the Housing Facility must be stored and labeled in compliance with label instructions per state and federal law.
- 2.3.7.3 Housing Facility must have a written plan to discard expired or unused medications.
- 2.3.7.4 Container for the disposal of syringes, needles, etc. must be available at the Housing Facility.
- 2.3.7.5 List of participant medications or a signed liability waiver by the participant will be maintained.
- 2.3.7.6 Any personal items brought into the Housing Facility will be inventoried on a Participant Personal Belongings Inventory Form, as provided by the County. The inventoried items will be retained at the Housing Facility and by the CONTRACTOR. A copy of the inventory list must be given to the participant.

2.3.8 CONTRACTOR shall ensure that housing service providers deliver and maintain the following standards at all Housing Facilities:

Posting of Notices

- 2.3.8.1 House rules, vision, mission, and value statement, procedures, emergency exits, and exit maps shall be posted in clear view.
- 2.3.8.2 The Housing Emergency Evacuation Plan must be posted.
- 2.3.8.3 Participant's Personal Rights must be posted.

- 2.3.8.4 Safely Surrendered Baby Law must be posted.
- 2.3.8.5 Any issues related to malfunctioning of housing appliances, hazards or construction within the perimeter of the residence or any other safety concerns that participants should know.
- 2.3.8.6 COVID -19 and Variants Protocol

Safety

- 2.3.8.7 Roof, walls, ceilings, and floors shall be maintained in good condition, i.e., no peeling paint, rotting wood, etc. They shall be free of mold and mildew, water damage, and rust.
- 2.3.8.8 All occupied areas shall have adequate ventilation and reasonable interior temperatures in compliance with State regulations.
- 2.3.8.9 All electrical wiring shall be free of safety hazards and meets appropriate codes. Electrical power boxes must be locked/secured to prevent access by participants, children, and visitors.
- 2.3.8.10 All electrical outlets and appliances must be in good repair.
- 2.3.8.11 Lighting shall be adequate inside and outside the Housing Facility during all seasons of the year.
- 2.3.8.12 All outdoor and indoor passageways will be free of obstructions.
- 2.3.8.13 All floors and walkways shall be intact, leveled, free of all tripping hazards and other obstructions.
- 2.3.8.14 Boxes, records/files, papers, and other supplies shall be neatly kept in appropriate storage areas. None of these items shall be allowed to obstruct passageway by participants, staff, or visitors.
- 2.3.8.15 All decorative art shall be appropriate and in good taste for the population, intact, secured, and well maintained.
- 2.3.8.16 All Housing Facilities shall have fully equipped and updated first aid kits.

- 2.3.8.17 Maintenance supplies, especially toxic materials (e.g. disinfectants, cleaning solutions/products, and poisons) shall be stored appropriately in secured areas.
- 2.3.8.18 All hazardous materials shall be stored separately from food items and labeled.
- 2.3.8.19 Smoking, if allowed by the program, shall occur only in designated outdoor smoking areas with adequate disposal receptacles away from public entrances and exits and areas where children and youth may be present.

Fire Safety

- 2.3.8.20 Housing Facility fire clearance will be maintained in compliance with State Fire Marshall regulations.
- 2.3.8.21 Up to date fire extinguishers will be installed on each level of the Housing Facility.
- 2.3.8.22 Functioning carbon monoxide detectors that meet statutory requirements will be installed on each level of the Housing Facility. The placement of carbon monoxide detectors must comply with The National Fire Protection Association (NFPA) codes and standards. Carbon monoxide detectors must be installed and tested by qualified technicians.
- 2.3.8.23 Functioning smoke alarms that meet statutory requirements will be installed on each level of the Housing Facility. The placement of smoke alarms must comply with The National Fire Protection Association (NFPA) codes and standards. Smoke alarms must be installed and tested by qualified technicians.
- 2.3.8.24 All upper-level rooms must have an emergency ladder for emergency evacuations.

Pest Control

- 2.3.8.25 All areas shall be free of vermin, insects and their residue, contaminated water, noxious odors, and accumulated dirt.
- 2.3.8.26 Refrigerators, microwaves, coffeemakers, and any other appliances used for food preparation shall be cleaned and maintained regularly. All food items shall be stored appropriately.
- 2.3.8.27 All food preparation areas, and food storage areas will be kept clean, and free of litter and rubbish. Measures will be taken to keep all such areas free of insects, rodents, and vermin. Per State regulations, there shall be no expired perishable food.
- 2.3.8.28 Wastebaskets, trash cans, dumpsters, etc. shall be emptied regularly, cleaned, and disinfected as necessary. Areas surrounding trashcans and dumpsters shall also be cleaned and maintained.
- 2.3.8.29 All bedroom mattresses will be maintained in good repair and be covered with plastic covering to prevent bed bugs.
- 2.3.8.30 CONTRACTOR shall have a Pest Control Service that helps to prevent or get rid of an infestation of bed bugs, lice, roaches, ants, spiders, rats, possums, and racoons.

Furnishings

- 2.3.8.31 All Housing Facilities shall have a common area with adequate space for the proper number of residents to assemble for social gatherings and other group activities.
- 2.3.8.32 Window treatments shall be in good condition and weather-proof and provide privacy to the room.
- 2.3.8.33 All furniture shall be in good condition, and suitable to the program's services.
- 2.3.8.34 Beds shall be on a frame off the floor.

- 2.3.8.35 Participants shall be provided a secure storage area for their personal belongings.

Hygiene

- 2.3.8.36 All internal and external areas of the residence shall be kept clean.
- 2.3.8.37 A bed will receive clean linens upon the arrival of a new participant. A minimum of two sets of linens per bed will be provided. Clean bathing towels will also be provided to each new participant.
- 2.3.8.38 All residential Housing Facilities will have laundry equipment (washer & dryer), laundry supplies, and detergent.
- 2.3.8.39 Restrooms with showers and shower rooms must have standard shower heads and shall be in sanitary and working condition with hot and cold running water. If the water is not working due to an obstruction in the pipes or a shut-off from the water department, Probation must be notified immediately. A temporary closure of the Housing Facility may be required.
- 2.3.8.40 All toilets, hand washing sinks, and bathing facilities will be kept sanitized, and in good operating condition.
- 2.3.8.41 CONTRACTOR shall provide each participant with their own personal care/feminine hygiene items, including but not limited to soap, toothpaste, toothbrush, shampoo/conditioner, deodorant, comb, and brush.

Food

- 2.3.8.42 Provider shall post in the kitchen a monthly menu. Meals must match menu. If the meals have changed, the menu must change as well.
- 2.3.8.43 Three (3) nutritional meals and snacks shall be provided to each participant daily. At least two (2) of these meals must be hot meals.

Telephone

2.3.8.44 Participants may use the house phone for emergencies that include but are not limited to contacting the DPO of Record, the PRC Hotline, or COUNTY staff. COUNTY will provide updated telephone contact information as needed.

2.4 Additional Requirements

2.4.1 Emergency Intervention Plan and Staff Training

2.4.1.1 The CONTRACTOR shall ensure all staff are trained in Emergency Intervention procedures. The date of completion of this training shall be recorded in the staff employee folders.

2.4.2 CALL 911 WHEN:

2.4.2.1 The participant exhibits severe distress or if there is an acute change in his or her health status, such as:

2.4.2.1.1 Being unresponsive

2.4.2.1.2 Shortness of breath

2.4.2.1.3 Severe sudden pain

2.4.2.1.4 Projectile vomiting

2.4.2.1.5 Chest pain

2.4.2.1.6 Inability to move

2.4.2.1.7 Severe bleeding

2.4.2.1.8 Fall or severe trauma

2.4.2.1.9 Change in level of consciousness

2.4.2.1.10 Sudden inability to communicate

2.4.2.1.11 Severe side effect to a medication

2.4.2.1.12 Ingestion of a known poison or chemical

2.4.2.1.13 Psychiatric crisis with severe threat of physical harm to himself or herself or others

2.4.2.1.14 Suicidal ideations and statements that cause alerts for the safety of others and the participant.

Please reference Incident Report, section 2.4.8.2, to notify the DPO of Record.

Death Protocol

2.4.2.2 A Participant Death Inquiry Report, to be provided by County, must be completed for a participant's death from any cause, including but not limited to injury, abuse, or natural causes, regardless of where the death occurred. This includes a death that may occurred outside the Housing Facility, such as at a job, workshop, therapy, hospital or a visit away from the Housing Facility. The following actions are required:

2.4.2.2.1 The Contractor must contact the DPO of record and the AB 109 Contract Manager by telephone or email immediately.

2.4.2.2.2 The Contractor must complete and submit the Death Inquiry Report to COUNTY within twenty-four (24) hours of notification. It shall be emailed to the DPO of Record and the AB109ContractReferrals@probation.lacounty.gov

2.4.3 Suicide Prevention Protocol

2.4.3.1 All staff must complete an annual suicide prevention training.

2.4.3.2 Every Housing Facility must have a written protocol on how staff are to handle participants who become suicidal.

2.4.3.2.1 The protocol must include who to call in case participant becomes suicidal.

2.4.3.2.2 Incident report should outline what happened, who was involved, actions taken, and follow-up required.

2.4.3.3 Suicide prevention hotline numbers must be included in the Housing Facility resource book.

2.4.4 CONTRACTOR shall attend meetings, provide monthly reports by the 15th of the following month, and adhere to established personnel requirements and performance measures as indicated below.

2.4.5 CONTRACTOR shall attend ad hoc meetings requested by COUNTY representatives. COUNTY will make every effort to provide reasonable prior notice.

2.4.6 CONTRACTOR shall hold bi-monthly (every other month) staff meetings that will include discussions regarding procedural matters such as, but not limited to, new intakes, case reviews, and programmatic issues. Minutes of the meetings shall be retained by CONTRACTOR throughout the Contract term and made available for COUNTY audits.

2.4.7 Reports

CONTRACTOR shall provide informational reports by the 15th of the following month to COUNTY'S Program Manager. These reports shall indicate the level and type of services rendered for COUNTY. CONTRACTOR shall provide reports in Microsoft Office format as determined and approved by the COUNTY Program Manager.

2.4.8.1 Monthly Report

The monthly report content shall include, but not be limited to the following:

2.4.7.1.1 Housing Report

Weekly count summary of Housing Facilities, including type of housing, Housing Facility location, total number of beds available, and beds occupied.

2.4.7.1.1.1 List of participants by Housing Facility

2.4.7.1.1.2 Status of housing compliance by participant

2.4.7.1.1.3 Special incidents at the housing site

2.4.7.1.1.4 Unsuccessful housing placement (e.g., permanent housing not obtained, evictions, cases of absconding, walk-aways, or AWOLs).

2.4.7.1.2 Housing Case Management Report

Contractor shall complete a Housing Case Management Report, as provided by County, which shall include the participant's monthly progress.

2.4.7.2 Incident Report

CONTRACTOR shall submit an incident report to the Contract Management Unit (Contract Manager and Program Analysts) and the DPO of Record immediately on an incident that meets the criteria of calling 911.

2.4.7.3 Additional Reporting

CONTRACTOR shall provide COUNTY, upon request, with additional data relative to program performance.

2.4.8 Programming and Planned Activities

Each Housing Facility shall have programming and planned prosocial activities that foster independence and use community resources to enable participants to successfully reintegrate into the community. Examples include, but are not limited to the following:

2.4.8.1 Assisting with house chores;

2.4.8.2 Obtaining a bank account;

2.4.8.3 Teaching participant budgeting skills;

- 2.4.8.4 Seeking and applying for low-income housing or other housing;
- 2.4.8.5 Assisting participants in locating a permanent residence; and
- 2.4.8.6 Literacy and life-skills lessons that will assist participants in receiving permanent housing and employment.

2.4.9 Auxiliary Funds Reimbursement

CONTRACTOR shall provide and/or purchase COUNTY approved items for reimbursement according to the procedures set forth in Auxiliary Funds Reimbursement (Exhibit V). Items include, but are not limited to:

- 2.4.9.1 Employment Support tools for trade, such as shoes, uniforms, etc;
- 2.4.9.2 Enrollment fees (e.g., Community College/GED Classes/Vocational Schools);
- 2.4.9.3 Credit report fees.
- 2.4.9.4 Housing assistance.
- 2.4.9.5 Bus pass or tap card for enabling participants to attend court proceedings, medical/dental appointments, substance abuse counseling, mental health counseling, and other COUNTY Services.
- 2.4.9.6 Identification fees for Driver's License/State identification Card, Birth Certificate and Social Security Card; and
- 2.4.9.7 Medication and Medical Supplies.

2.4.10 All Auxiliary Fund expenditures must have management approvals and submitted to COUNTY with requisition form and supporting documentation monthly.

3.0 QUALITY CONTROL

The Contractor shall establish and maintain a Quality Control Plan to ensure that the terms of the Contract are met. 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 to be inspected on a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of the Contract as set forth in Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of the Contract.
- 3.4 The methods to ensure uninterrupted service to the County in the event of a strike of the County's or the Contractor's employees, or any other unusual occurrence (i.e., power loss or natural disaster) that would result in the Contractor's inability to perform the terms of the Contract.
- 3.5 The methods to ensure confidentiality of participant records and information while in the care of the Contractor's employees.
- 3.6 The methods to maintain security of records and prevent the loss or destruction of data.

4.0 QUALITY ASSURANCE PLAN

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

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

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

4.4 Contract Discrepancy Report

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

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

4.5 County Observations

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

5.0 DEFINITIONS

- 5.1 Acceptable Quality Level Standard (AQLS) – A measure to express the variance from a standard before Probation can apply damages as specified in 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 variance from AQLS can result in a credit to Probation against the monthly charge for the Contractor's services.
- 5.2 Adult Records – Personal and social history, including criminal information of adult participants. The records include legal documents and other information, which are confidential. The information is not to be discussed with or disclosed to unauthorized persons as defined by the Probation Department.
- 5.3 Contract Discrepancy Report (CDR) – A report prepared by the County's Program Manager to inform the Contractor of substandard service.
- 5.4 Contract Start Date – The date the Contractor begins work in accord with the terms of the Contract.
- 5.5 Contractor's Project Director – Person designated by the Contractor to administer Contract operations after the Contract award.
- 5.6 County's Contract Manager – Person designated by the County with actual and apparent authority on contractual and/or administrative matters relating to this Contract.
- 5.7 County's Contract Monitor – Person who monitors the Contract and provides reports to the County's Contract Manager and the County's Program Manager.
- 5.8 County's Program Manager – Person designated by the County to manage the operations under this Contract.
- 5.9 Liquidated Damages – The monetary amount deducted from the Contractor's payment due to non-compliance with the Contract and/or substandard performance.
- 5.10 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the Contract which will be evaluated by the County to ensure Contract performance standards are met.

- 5.11 Quality Assurance Plan - The plan developed by Probation specifically to monitor Contract compliance with the elements listed in the Performance Requirements Summary (PRS).
- 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.
- 5.13 Subcontractor – Any person, entity, or organization to which the Contractor has delegated any of its obligations hereunder in accordance with Appendix C – Paragraph 8.40 “Subcontracting”.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

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

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

6.2 Intentionally Omitted

CONTRACTOR

6.3 Project Director

- 6.3.1 The Contractor shall provide its own full-time officer or employee as the Project Director and clearly identify the person in the proposal. The Project Director/authorized agent shall be available for telephone contact between 8:00 a.m. and 5:00 p.m., PT, Monday through Friday, excluding

the County holidays. The Project Director shall provide management and coordination of this Contract and shall act as the sole contact person with the County.

- 6.3.2 When Contract work is performed at times other than described above or when the Project Director cannot be present, and with prior approval of the County's Program Manager, an equally responsible agent shall be designated to act as the Project Director.
- 6.3.3 The Project Director shall have the requisite experience in providing the required services for a minimum of three (3) years' experience within the past five (5) years or hold a bachelor's degree in Business Management, Education, Criminal Justice, Administration of Justice, Psychology, Sociology, or a related field and is a current employee of the agency.
- 6.3.4 The Project Director shall have actual and apparent authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Project Director/authorized agent shall read, write, speak, and understand English.
- 6.3.5 The Project Director shall be available between 8:00 a.m. to 5:00 p.m., PT, Monday through Friday excluding County holidays, to meet with County personnel designated by the County to discuss problem areas.
- 6.3.6 The County shall have exclusive right to review and approve the Project Director. The County shall have the exclusive right to remove the Project Director/authorized agent and any replacement recommended by the Contractor.

6.4 Personnel

- 6.4.1 The Contractor shall provide competent staff to perform the terms of the Contract. The County shall have the exclusive right to review and approve all staff prior to assignment.
- 6.4.2 The Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed a confidentiality form that meets the standards of the County of Los Angeles Probation Department regarding access to confidential Criminal Offender Record Information (CORI). The Contractor shall retain the original CORI form and forward a copy to the County's Program Manager within

five (5) business days of start of employment. The CORI form is listed in 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 absolute right to approve or disapprove all of the Contractor's staff who perform work hereunder and any proposed changes to the Contractor's staff. The Contractor shall immediately remove and replace any employee from work on this Contract within twenty-four (24) hours after a request by the County's Contract Manager.
- 6.4.5 The County reserves the right to have the County's Program Manager or designated alternate, interview all prospective employees of the Contractor.
- 6.4.6 The Contractor shall be required to conduct a background check of all employees and agents as set forth in Paragraph 7.5 (Background and Security Investigations) of the Contract.
- 6.4.7 The Contractor shall provide the County's Program Manager with a current list of employees and keep this list updated during the Contract period.
- 6.4.8 The Contractor shall not employ any person under the age of twenty-one (21) years unless the Contractor receives written approval by the County.

6.5 Intentionally Omitted

6.6 Intentionally Omitted

6.7 Intentionally Omitted

6.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. P.T, Monday through Friday, by at least one employee who can 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. The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

7.0 HOURS/DAYS OF WORK

CONTRACTOR shall be required to provide the required services Sunday through Saturday during each of the twelve months, as needed. The CONTRACTOR shall also provide services during or after regular business hours and on COUNTY recognized holidays.

8.0 INTENTIONALLY OMITTED

9.0 UNSCHEDULED WORK

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

10.0 INTENTIONALLY OMITTED

11.0 INTENTIONALLY OMITTED

12.0 PERFORMANCE REQUIREMENTS SUMMARY

12.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the Statement of Work (SOW), and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract, SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in the PRS which is not clearly set forth in the Contract and the SOW, that service will be null and void 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 to be used by the County, and liquidated damages to be imposed for unacceptable performance. 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 Contractor compliance with this Contract. Failure of the Contractor to achieve this standard

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

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PRICING SHEET

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be on a fixed-fee basis as provided upon the hereinafter proposal fixed rates.

SYSTEM NAVIGATION

Systems Navigator	Hourly	<u>Fifty-one dollars</u> (Write out dollar amount in full)	\$ <u>51.00</u> (Figure amount)
Housing Case Manager	Hourly	<u>Fifty-one dollars</u> (Write out dollar amount in full)	\$ <u> </u> (Figure amount)

HOUSING

Welcome Center Housing	Per Day	<u>One hundred dollars</u> (Write out dollar amount in full)	\$ <u>100.00</u> (Figure amount)
Transitional Housing	Per Day	<u>Fifty-seven dollars</u> (Write out dollar amount in full)	\$ <u>57.00</u> (Figure amount)
Transitional Housing with Children	Per Day	<u>Seventy dollars</u> (Write out dollar amount in full)	\$ <u>70.00</u> (Figure amount)
Sober Living Environment	Per Day	<u>Forty-five dollars</u> (Write out dollar amount in full)	\$ <u>45.00</u> (Figure amount)
Recuperative Care	Per Day	<u>Two hundred fifteen dollars</u> (Write out dollar amount in full)	\$ <u>215.00</u> (Figure amount)
Board and Care	Per Day	<u>Two hundred fifteen dollars</u> (Write out dollar amount in full)	\$ <u>215.00</u> (Figure amount)
Skilled Nursing	Per Day	<u>Two hundred fifty dollars</u> (Write out dollar amount in full)	\$ <u>250.00</u> (Figure amount)
Medically Fragile	Per Day	<u>Two hundred fifteen dollars</u> (Write out dollar amount in full)	\$ <u>215.00</u> (Figure amount)
Emergency Shelters and Homeless Shelters	Per Day	<u>Forty-five dollars</u> (Write out dollar amount in full)	\$ <u>45.00</u> (Figure amount)
Sex Offender Housing	Per Day	<u>Sixty-two dollars</u> (Write out dollar amount in full)	\$ <u>62.00</u> (Figure amount)
Adult Residential Facilities	Per Day	<u>One hundred twenty-five dollars</u> (Write out dollar amount in full)	\$ <u>125.00</u> (Figure amount)

INTENTIONALLY OMITTED

CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature

Date

Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO. 640-xx-xxx**COUNTY'S CONTRACT MANAGER:**

Name: Tasha Howard
Title: Contracts and Grants Division Director
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: _____
Title: _____
Address: _____

Telephone: _____
E-Mail Address: _____

COUNTY'S CONTRACT ANALYST:

Name: Kevin Kay
Title: Contract Analyst
Address: 9150 East Imperial Highway, Room D-29
Downey, CA 90242
Telephone: 562-940-2724
Facsimile: 562-658-2307
E-Mail Address: Kevin.kay@probation.lacounty.gov

COUNTY'S CONTRACT MONITOR:

Name: Rene Francis
Title: Manager
Address: 5555 Ferguson Drive
Commerce, CA 90022
Telephone: 323-659-6808
Facsimile: 562-464-2831
E-Mail Address: Rene.Francis@probation.lacounty.gov

CONTRACTOR'S ADMINISTRATION

xxx

CONTRACTOR'S NAME

CONTRACT NO: 640-xx-xxx

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile _____

E-Mail Address: _____

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. 640-xx-xx

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 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 Program 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. 640-xx-xx

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. 640-xx-xxx

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: _____

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months that, 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



No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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?

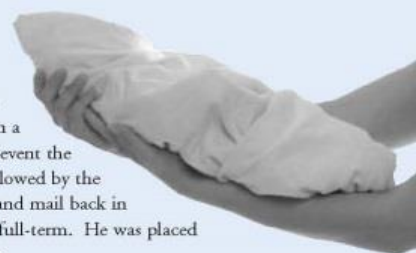
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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.

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.



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



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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los 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

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)



COUNTY OF LOS ANGELES
PROBATION DEPARTMENT - ADMINISTRATIVE BUREAU
9150 East Imperial Highway
Downey, CA 90242
BACKGROUND REQUEST FORM
Email Form to: Vivian.Gonzalez@probation.lacounty.gov



Exhibit P

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 – 11:30 AM & 1:00 PM - 4:00 PM

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

Please have applicant arrive on time.

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

Instructions to Applicants:

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



**LOS ANGELES COUNTY PROBATION DEPARTMENT
HUMAN RESOURCES DIVISION
ADMINISTRATIVE SERVICES BUREAU
CONTRACTOR BACKGROUND APPLICATION**



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

INTENTIONALLY OMITTED

/

/

/

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 1 of 4

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 2 of 4

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;
 - 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;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 3 of 4

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

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

Page 4 of 4

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

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:

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

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

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

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

(Signature)

Name (Print)

Classification

Date

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

PERFORMANCE REQUIREMENT SUMMARY (PRS) CHART

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

AUXILIARY FUNDS REIMBURSEMENT PROCEDURES

Eligibility for Reimbursement

Expenditure reimbursements are intended for the purpose of stabilizing AB109 participants re-entering into the community. Expenditures must be pre-approved by the Deputy Probation Officer of record utilizing a County requisition form. The expenditures must match the needs identified in the service and needs plan which is based on the Systems Navigator's assessment of the participant. The following are examples of the categories of expenditures related to community stabilization for the participant.

Categories of Expenditures

Housing assistance (paid directly to the lessor for partial assistance of one time rent for obtaining housing)

One-time Vouchers for enrollment fees (education/vocational)

Employment Support (uniforms, union dues, equipment, certification)

Identification fees (Driver's License, Birth Certificate, etc.)

Medication and Medical supplies

All expenditures will be submitted with the approved requisition County form for reimbursement with the monthly invoice for services rendered. Any items that were purchased without pre-approval will be rejected for reimbursement.

AB 109 Supervision Area Offices and County Jail *

1. Region 1
Pomona Valley (HUB/Supervision Office)
1660 Mission Blvd.
Pomona, CA 91766
 2. Region 2
Centinela (Supervision Office)
1330 W. Imperial Hwy.
Los Angeles, CA 90044
 3. Region 3
South Bay (Supervision Office)
1299 Artesia Blvd.
Carson, CA 90746
 4. Region 4
South Los Angeles (HUB/Supervision Office)
236 E. 58th St.
Los Angeles, CA 90011
 5. Region 5
Antelope Valley (HUB/Supervision Office)
43423 Division St.
Lancaster, CA 93534
 6. Community Transition Unit
Los Angeles County Jail
450 Bauchet Street
Los Angeles, CA 90012
- * Probation may add or delete locations at its discretion.