



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

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September 9, 2020

TO: Each Prospective Contractor

FROM: Tasha Howard, Director
Contracts and Grants Management Division

SUBJECT: **ADDENDUM #1 TO REQUEST FOR PROPOSALS (RFP) #6402003
TO PROVIDE TRANSCRIBING SERVICES**

The following addendum is made to the Request for Proposals dated August 21, 2020 to provide transcribing services for the County of Los Angeles Probation Department. For ease of reading, stricken text indicates deleted language and bold and underlined text indicates added language to the RFP.

1. REQUEST FOR PROPOSALS (RFP), Paragraph 2 (Purpose-Agreement for Transcribing Services), Subparagraph 2.1.1, pages 1-2, is amended in its entirety to read as follows:

2.1.1 The Contractor shall provide accurate and timely transcribing of all adult and juvenile court reports, letters and miscellaneous forms required by the twenty-nine (29) work locations. Probation, may, at its sole discretion, add or delete facilities, based on the needs of the County. It is projected that approximately 6 million lines will be transcribed from dictation submitted by the twenty-nine (29) locations during the first year of the Contract. The Contractor shall provide an electronic method for counting the number of lines produced per court report. Actual transcribing workload may be less than or greater than the stated volume due to unpredictable circumstances. ~~The Contractor shall install a point-to-point fractional T-1 or equivalent connection to LANet at the Contractor's secure location in order to provide service to the designated work locations. The Contractor shall utilize workstations hosted on a separate internal network that do not have access to the Internet.~~ The Contractor shall provide access to a confidential website that will guarantee access to the County Program Manager of all transcribed reports twenty-four (24) hours per day. Additionally, the Contractor shall provide for the filing, retrieval and destruction of court reports.

2. REQUEST FOR PROPOSALS (RFP), Paragraph 2 (Purpose-Agreement for Transcribing Services), Subparagraph 2.2.3.3, page 3, is deleted in its entirety.

~~2.2.3.3 — Proposals submitted in response to this RFP shall contain a quantifiable methodology for annually adjusting the per line fee for each succeeding year of the Contract, subject to the County Board of Supervisor's policy and Probation policy.~~

3. STATEMENT OF WORK (SOW), Appendix A, is amended as attached. For ease of reading, stricken text indicates deleted language and bold and underlined text indicates added language.
4. APPENDIX B, STATEMENT OF WORK TECHNICAL EXHIBITS, Table of Contents, page i, is deleted and replaced in its entirety as attached.
5. APPENDIX B, STATEMENT OF WORK TECHNICAL EXHIBITS, Technical Exhibit 8, County of Los Angeles Agreement/for Acceptable use and Confidentiality of County Information Assets, is added as attached.
6. APPENDIX D, REQUIRED FORMS, Exhibit 11, Pricing Sheet, is deleted and replaced in its entirety as attached.

APPENDIX A

RFP STATEMENT OF WORK

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APPENDIX A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Contractor shall provide accurate and timely transcribing of all adult and juvenile court reports, letters and miscellaneous forms required by the twenty-nine (29) work locations. Probation, may, at its sole discretion, add or delete facilities, based on the needs of the County. It is projected that approximately 6 million lines will be transcribed from dictation submitted by the twenty-nine (29) locations during the first year of the Contract. The Contractor shall provide an electronic method for counting the number of lines produced per court report. Actual transcribing workload may be less than or greater than the stated volume due to unpredictable circumstances. ~~The Contractor shall install a point-to-point fractional T-1 or equivalent connection to LANet at the Contractor's secure location in order to provide service to the designated work locations. The Contractor shall utilize workstations hosted on a separate internal network that do not have access to the Internet.~~ The Contractor shall provide access to a confidential website that will guarantee access to the County Program Manager of all transcribed reports twenty-four (24) hours per day. Additionally, the Contractor shall provide for the filing, retrieval and destruction of court reports.

2.0 SPECIFIC TASKS

2.1 A sample of the types of functions and duties which Probation may require are as follows:

2.1.1 The Contractor is responsible for a digital system that will allow telephonic dictation of adult and juvenile court reports and miscellaneous forms and letters. Contractor shall ensure that persons calling to dictate reports, forms, or letters are advised of any wait time utilizing an audio indicator and requirements to dictate. The Contractor is expected to accurately transcribe and electronically attach completed reports to the Probation Enterprise Document Management System (PEDMS), throughout the workday twice daily, in an efficient, timely, and scheduled manner. Contractor shall notify County immediately by email and a telephone call, upon determination that there is a problem with electronic transmission of documents via PEDMS, or anything that may cause a disruption in the expected level of services. Contractor shall provide County with a back up to the digital dictation system in case of emergencies. The Contractor is expected to provide a PEDMS Transmission Results Report by email to the County's Program Manager and IT Support at 11:00a.m. and 4:00p.m. in a secured manner. This report will list all records electronically sent to PEDMS (successful and

unsuccessful) for verification and further processing by the County. The Contractor shall additionally provide courier services such as UPS, FedEx or their own personal couriers for locations where digital dictation is not feasible for the County.

- 2.1.2 The Contractor shall ensure all transcribed materials are stored in a secure and easily retrievable manner as well as ensure the confidentiality of all of the information contained in these materials. The Contractor is expected to submit management reports to the County on a weekly or monthly basis depending on the report.
- 2.1.3 The County will provide the Contractor a sample of all forms, templates, and letterheads at Contract award and as changes occur.
- 2.1.4 In some instances, the Contractor shall provide Spanish to English transcribing services.

2.2 Transcribing

The Contractor shall produce accurate, legible, and neat court reports with correct spelling and grammar.

- 2.2.1 Completed reports must be clean and error free.
 - 2.2.1.1 Words must not be broken and hyphenated at the end of a line; if a word is too long, it should be typed in full on the following line.
 - 2.2.1.2 Whenever dictation is unclear to the Contractor, it shall be the responsibility of the Contractor to contact the County of Los Angeles Deputy Probation Officer (DPO) or County of Los Angeles Supervising Deputy Probation Officer (SDPO) for clarification. If unable to reach DPO or SDPO, **leave a blank area** on the transcribed report. The Contractor shall not type the word "inaudible" or any other word when clarification is needed. The Contractor is required to leave the area blank. Further, the Contractor shall attach to the report and return to the County a statement specifying the unclear dictation and its location.
 - 2.2.1.3 At least one line of text of the court report shall be on the signature page. No court report shall have a stand-alone signature page.
 - 2.2.1.4 The Contractor shall proofread all reports for typographical errors, correct format, and punctuation. The County shall

audit the Contractor's reports on a random basis to ensure compliance.

2.2.1.5 In the event that the Contractor utilizes telecommuters for transcribing services, the Contractor shall ensure that the confidentiality of court reports and/or other County documents are maintained while in the care of the Contractor's telecommuters. The Contractor shall provide the County with names of employees telecommuting under this contract. Telecommuters shall reside in the State of California.

2.2.2 The Contractor shall use the appropriate format indicated by the DPO dictating. If the Contractor believes the dictated format to be an error, the Contractor shall contact the DPO or SDPO for verification. The different forms are listed in Technical Exhibit 7 (Adult and Juvenile Court Report Templates) of Appendix B (Statement of Work Technical Exhibits).

2.2.3 The Contractor shall use the templates mandated by the County. Templates are the property of the County, and any changes to the templates are to be made only at the direction of the County. Upon request, the Contractor shall develop and provide software templates in Microsoft Word 2016, for new court report forms as directed by the County. In addition, the Contractor shall modify existing software templates (help screens, tool bars, directions for forms/inserts) and provide them to the County, upon request.

2.2.4 The content of the dictation shall not be changed, without the consent of the DPO or the SDPO.

2.2.5 If a transcribing system is developed or used by the Contractor and approved by the County, the Contractor shall provide the necessary on-site training for County employees and provide supplementary written training materials as needed. Any system developed or used by the Contractor for services specifically for the County under the resultant contract shall be the property of the County.

2.3 Dictation

The Contractor shall provide an adequate number of toll-free telephone lines (per the County's assessment) dedicated for County dictation. The Contractor's toll-free telephone lines shall be available twenty-four (24) hours per day, seven (7) days per week and answered within 3-5 rings. DPOs and other County staff shall dictate digitally to the Contractor's location. Any dictation received by the Contractor after 5:00 p.m. weekdays

and/or weekends and holidays is considered as work submitted the following workday.

2.4 Transmissions

2.4.1 Transmit

~~The Contractor shall electronically transmit the completed transcriptions to PEDMS unless otherwise instructed by the County.~~

~~The Contractor shall transmit the completed dictation, at a minimum twice daily, at least once by 11:00a.m. and once by 4:00p.m. The afternoon transmittal to any office shall be no later than 4:30 p.m.~~

~~The Contractor shall transmit daily to the County's Program Manager and client support a transmission log and confirmation printout of the completed dictation transmitted to PEDMS.~~

The completed transcription report must be encrypted in transit and at rest. The Contractor shall transmit completed transcriptions throughout the day to the County in a timely manner using Managed File Transfer (MFT) with encryption through Secure File Transfer Protocol (SFTP) with Pretty Good Privacy (PGP) encryption or other secure methodology as directed by the County. All encryption must conform to FIPS140-2 standards.

For completed dictations transmitted to PEDMS, the Contractor shall send a transmission log and confirmation of completed dictations to the County's Program Manager and IT Support twice per day at 11:00 a.m. and 4:00 p.m.

2.4.2 Timely Dictation

The Contractor shall transmit all transcribed Early Disposition Program reports (form number 10SR) and all Special Investigation Unit reports (form numbers 1570-D 241.1 WIC, 1570-DO 241.1 WIC and 1570-DT 241.1 WIC) within twenty-four (24) consecutive hours from the time the dictated material was made available to the Contractor, excluding weekends and holidays. All other transcribed material shall be transmitted to the originating work location within forty-eight (48) consecutive hours from the time the dictated material was made available to the Contractor, excluding weekends and holidays and out of sequence reports.

2.4.3 Sequence of Transcribing Reports

All court reports shall be transcribed on a first-in, first-out basis, unless otherwise instructed by the County's Project Director of the office from which the dictation originated. The Contractor must have capability to respond to emergency requests.

2.4.4 High Profile Reports

All high-profile reports shall have an additional level of security as follows:

2.4.4.1 The Contractor shall provide the County within five (5) business days of start of the contract, a list of one or two of the Contractor's staff responsible for transcribing high profile County reports.

2.4.4.2 The Contractor shall keep a record of all high-profile reports. The report shall include the date and time the Contractor received the report, DPO'S name, work location, the name of the Contractor's staff that transcribed the report, and the date and time the report was transmitted to the work location.

2.4.4.3 The Contractor shall provide a record of all high-profile reports to the County on a monthly basis.

2.5 Storage and Retrieval of Court Reports

2.5.1 The Contractor shall retain an electronic copy of all court reports. The court reports must be deleted within six (6) months of the termination of the contract with the County or upon the County's request.

2.5.2 The Contractor shall use a logical, reasonable and easily accessible filing and indexing system for storage of all court reports. If necessary, copies of court reports shall be provided to the County within two (2) hours of request. Upon the County's request, the Contractor shall make reports accessible to authorized County staff.

2.5.3 The system used by the Contractor shall be fully documented as to the method of indexing and filing, work flow and control functions.

2.6 Security

2.6.1 The Contractor shall provide a security system which will protect against the unauthorized release of any information contained in any court report or other documents transcribed and stored by the Contractor. The Contractor shall ensure that all employees of the Contractor have been thoroughly briefed regarding the confidentiality requirements of Sections 827 and 828 of the Welfare and Institutions Code and 1203.05, 1203.10, and 11140 through 11144 of the Penal Code of California. The Contractor shall ensure that by the first day of employment, all employees read, understand and sign the Technical Exhibit 3 (Confidentiality of CORI information form) ~~of~~ and **Technical Exhibit 8 (County of Los Angeles Agreement/for Acceptable Use and Confidentiality of County Information Assets (AUA))** of Appendix B (Statement of Work Technical Exhibits) and are instructed regarding disclosure of criminal records and background investigation. A copy of the CORI form shall be made and forwarded to the Program Manager within five (5) business days of start of employment. The Contractor shall ensure that all employees working under this Contract have cleared background checks and have signed the CORI statement prior to start of the Contract. **The Contractor must conform to Criminal Justice Information Services Security Policy Version 5.9, as directed by County and maintain compliance with all updates.**

2.6.2 **The Contractor shall ensure backups of County Information so that critical information will not be lost.** ~~The Contractor shall provide a back-up system which will eliminate the possibility of loss of stored data due to power loss or equipment failure.~~

2.6.3 ~~The Contractor shall provide a secure, locked location for the data line and router, to be approved by the County. The Contractor's workstations must be placed in a secured location, have anti-virus software, desktop firewall software and must maintain the latest Microsoft "critical" patches. These workstations must be hosted on a separate internal network and not have access to the Internet. The workstation configuration and security of the location(s) must be approved by the County. The workstations must have Windows 7 operating system, at a minimum, with no automatic logon, individual accounts for users, and all workstation auditing features turned on.~~

The Contractor's workstations must be placed in a secured location. The workstations must run a commercially supported operating system version that is actively maintained by the software manufacturer and must be patched with the latest

critical and security patches within 30 days of their release from the operating system vendor. The Contractor's workstations shall run up to date anti-malware and firewall software, which shall be updated within three (3) days of release of updates from the vendor. The Contractor's workstations must implement full disk or volume encryption. The Contractor's workstations must implement the following controls:

- **No automatic logon,**
- **Individual accounts for users, and**
- **All workstation-auditing features turned on,**
- **The individuals accessing the Contractor's workstations must use usernames and passwords unique to everyone.**

The County reserves the right to require additional security controls.

- 2.6.4 The Contractor shall establish security standards that are consistent with the County's security requirements as specified in Technical Exhibit 4 (Information Security Contract Requirements) of Appendix B (Statement of Work Technical Exhibits).

2.7 Management Information System

- 2.7.1 The Contractor shall transmit to the County's Program Manager a log of the completed court reports being returned. The log must include, at a minimum, the number of pages and a line count for each report, the number of reports, the date and time the dictated reports were processed by the Contractor, the date and time the completed reports are being returned to the DPO, the case name, the DPO name and location, the court number, hearing date and any problems encountered.
- 2.7.2 The Contractor shall prepare, compute and submit to the County's Program Manager, along with the monthly invoice, routine monthly reports. The elements of such report to be agreed upon by the County and the Contractor.
- 2.7.3 The Contractor shall keep a record of all dictations to transcribing. Dictation is due in transcribing five (5) days prior to the court date for investigation cases and six (6) days prior to the court date for supervision cases. This record should include area office, SDPO name, DPO name, total cases dictated, total cases dictated on time, total cases dictated late, total cases dictated late but excused and a percent of each as it relates to the total number of cases dictated per

Technical Exhibit 6 (Late Dictation Report) of Appendix B (Statement of Work Technical Exhibits). This information should be provided to the County's Program Manager by the 10th business day of the month for the previous month.

Investigation dictation received four (4) or less days prior to the court date shall be considered late. Supervision dictation received five (5) or less days prior to the court date shall be considered late.

2.8 Self-Monitoring Reports

The Contractor shall prepare monthly reports that indicate the level of services rendered to each of the work locations and submit to the County's Contract Monitor by the 10th working day of the following month. Report format and content is subject to final County review and approval.

- 2.9 All templates created and or modified for use by the Contractor in the performance of this contract are the property of the County. All software developed for use with the templates are the property of the County and shall be made available to the County upon request and turned over to the County upon termination of contract.

2.10 Introduction of New Technology

The Contactor is encouraged to suggest new technology to the County throughout the term of the contract. The County must approve new technology in writing. Digital dictation and web-based upload and retrieval through secure connections are examples of such technology. Proposed technology must result in more productive and efficient services to the County. In the event that implementation of new technology results in lower cost to the Contractor, the County shall negotiate and adjust costs accordingly.

The Contactor's Project Director shall contact the County's Program Manager and/or the County's Contract Manager to notify the County of any proposed system or process enhancement. If the County accepts and approves new technology, the Contractor shall incorporate it within a reasonable time as determined by the County.

2.11 Addition/Deletion of Facilities

The County reserves the right to add or delete facilities during the Contract term. All changes must be made in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.1 Amendments.

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 Contractor shall submit the plan as part of the proposal. The original plan and any amendment 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 in Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits). It must specify the activities to be inspected on a schedule 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 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 for maintaining 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 action taken by the County and the Contractor. If the Contractor fails to implement appropriate remedial action, the County may terminate this Contract or impose other penalties as specified in this Contract.

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

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

4.4 Contract Discrepancy Report

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

The County's Program Manager will determine whether a formal Contract Discrepancy Report shall issue as referenced in Technical Exhibit 2 (Contract Discrepancy Report) of Appendix B (Statement of Work Technical Exhibits). Upon receipt of a Contract Discrepancy Report, the Contractor is required to respond in writing to the County's Program Manager within five (5) business days, acknowledging the reported discrepancies, and presenting rebuttal evidence, if applicable. The Contractor shall submit a remedial plan to correct all deficiencies identified in the Contract Discrepancy Report to the County's Program Manager within ten (10) business days of receipt of the Contract Discrepancy Report.

4.5 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this

Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

- 5.1 Business Day – Monday through Friday, 8:00 a.m. to 5:00 p.m., not including any County holidays.
- 5.2 Contract Discrepancy Report (CDR) - A report prepared by the County's Program Manager to inform the Contractor(s) of the faulty service.
- 5.3 Contractor's Project Director – Person designated by the Contractor to administer Contract operations after the Contract award.
- 5.4 County's Contract Manager – Person designated by the County with actual and apparent authority on contractual and/or administrative matters relating to this Contract.
- 5.5 County's Contract Monitor – Person who monitors the Contract and provides reports to the County's Contract Manager and County's Program Manager.
- 5.6 County's Program Manager – Person designated by the County to manage the operations under this Contract.
- 5.7 Court Report - A personal and social history, including criminal information of an adult and juvenile offender ordered by the court. The court report is a legal document and its contents are confidential. The report is not to be discussed with or disclosed to unauthorized persons as defined by County.
- 5.8 Excused Late Dictation - A court report submitted after the deadline for a valid reason with the approval of the SDPO.
- 5.9 Federal Information Processing Standard Publication 140-2/140-3 (FIPS 140-2/140-3) - A U.S. government computer security standard used to approve cryptographic modules. The security requirements cover areas related to secure design and implementation of a cryptographic module. These areas include cryptographic module specification; cryptographic module ports and interfaces; roles, services and authentication, finite state model; physical security; operational environment; cryptographic key management electromagnetic interference/electromagnetic compatibility (EMI/EMC); self tests; design assurance; and mitigation of other attacks.

- 5.10 Juvenile and Adult Records - A personal and social history, including criminal information of an adult and/or juvenile offender ordered by the court. Juvenile and Adult Records are an accumulation of facts associated with an individual and his/her criminal activity.
- ~~5.11 LANet - Los Angeles County's high speed digital telecommunications network which establishes the ability of linking County Departments to their essential data and to each other.~~
- 5.11 Late Dictation - Any court report submitted after the published deadline.
- 5.12 Line - A line is defined as any printed characters extending across or partway across a page produced by a transcriber and not static wording that is part of a form.
- 5.13 Liquidated Damages - The monetary amount deducted from the Contractor's payment due to non-compliance with the Contract and/or substandard performance.
- 5.14 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.
- 5.15 Pretty Good Privacy Encryption (PGP) - A computer program used for encrypting and decrypting texts, e-mails, electronic files, directories, and whole disk partitions to increase the security of electronic communications over the Internet. It can also be used to send an encrypted digital signature that allows the receiver to (a) verify the sender's identity and (b) know that the message was not changed in route.
- 5.16 Probation Enterprise Document Management System (PEDMS) - A web-based application that manages Probation Court Reports for both adult and Juvenile cases. The system communicates with the department's two main caseload management systems, Adult Probation System (APS) and Probation Caseload Management System (PCMS) and it also provides document storage libraries to meet the storage needs for business operations.
- 5.17 Quality Assurance Plan - The plan developed by Probation, specifically to monitor Contract compliance with the elements listed in the Performance Requirements Summary (PRS).
- 5.18 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.

- 5.19 Random Sample - A sampling method where each item in a lot has an equal chance of being selected.
- 5.20 Secure File Transfer Protocol (SFTP) – File transfer protocol to securely access and transfer files over secure tunnel.
- 5.21 Software – The entire set of programs, procedures, and related documentation associated with a system, including MS Word Templates and programs and program code associated with this project.
- 5.22 System – A group of units so combined as to form a whole and to operate in unison. For this project, a system would be any automated application used to create, edit, format, print, or otherwise facilitate the generation of a court report, form, letter, or statistical report. Components of this system include but are not limited to: MS Word Templates; application language, e.g. VB, VBA, etc.; MS Word, MS Excel.
- 5.23 Telecommuter – An employee who works from home, 100% of the time or part time, and has the ability to access all systems and/or software from his/her home, necessary to prepare court reports.
- 5.24 Template – A pattern that functions as a guide to the form or structure of something being made. For this project, 'template' means a protected, formatted form with intra-form edits, developed using MS Word 2016. These forms will follow the guidelines put in place by County.

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 8.0, Standard Terms and Conditions, Subparagraph 8.1 Amendments.

6.2 Furnished Items

The County shall provide no materials, equipment and/or services necessary to operate this Contract except as listed below:

- Court Report Templates
- PDMS Access to SFTP for electronic delivery of Court Reports to PEDMS

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 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 provided the required or similar services for a minimum of three (3) years within the last five (5) years and a current employee of the agency.
- 6.3.4 The Project Director/authorized agent shall have actual and apparent authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Project Director/authorized agent shall be able to effectively communicate in English, both orally and in writing.
- 6.3.5 The Project Director shall be available between 8:00a.m. to 5:00p.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 and any replacement recommended by the Contractor.

6.3.7 The Project Director shall be directly involved in the hiring of staff who will deliver the contracted services.

6.3.8 The Project Director shall be directly involved in supervising the staff responsible for service delivery. This shall include conducting staff meetings and observing and reviewing/supervising staff.

6.4 Personnel

6.4.1 The Contractor shall provide competent staff to perform the terms of the Contract. The County shall have the exclusive right to review and approve staff prior to assignment.

6.4.2 The Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed a confidentiality form that meets the standards of the County of Los Angeles Probation Department regarding access to confidential Criminal Offender Record Information (CORI). **The Contractor shall retain the original CORI form and forward a copy to the County's Program Manager within five (5) business days of start of employment.** The CORI form is listed in Technical Exhibit 3 (Confidentiality of CORI Information) of Appendix B (Statement of Work Technical Exhibits).

6.4.3 All personnel must be able to read, write, spell, speak and understand English, and possess good grammatical skills. In some assignments, personnel who can speak, read, write and understand Spanish will also be required.

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 County's Program Manager or a designated alternate, interview all prospective employees or agents of the Contractor.

6.4.6 The Contractor shall be required to conduct a background check of all employees and agents as set forth in Paragraph 7.5 (Background and Security Investigations) of the Contract.

6.4.7 The Contractor shall provide the County's Program Manager and the County's Contract Manager or her designee with a current list of employees and keep this list updated throughout the Contract period.

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 Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., PT, 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.**

6.9 Contractor Furnished Items

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

~~6.9.2 The Contractor shall provide a point-to-point fractional T-1 or equivalent connection to LANet in order to provide service to the designated work locations.~~

6.9.23 The Contractor shall provide secure storage for all records containing County court reports, and these records must be stored separately from information of other clients of the Contractor.

7.0 HOURS/DAYS OF WORK

The Contractor shall be required to provide transcribing services from Monday to Friday. The Contractor shall not be required to provide transcribing services on weekends and 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 and forthrightly set forth in the Contract and the SOW, that service will be null and void and place no requirement on Contractor.
- 12.2 A standard level of performance will be required of Contractor for the required services. Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits) summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance to be used by the County, and liquidated damages to be imposed for unacceptable performance. The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits), or other such procedures as may be necessary to ascertain Contractor compliance with this Contract. Failure of the Contractor to achieve this standard can result in an assessment of liquidated damages against 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, specific 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.

12.4 Criteria for Determination of Payment

- 12.4.1 The Contractor shall invoice County monthly in arrears and County will pay to Contractor, upon receipt of proper invoice, the monthly payment less any deductions for performance variance and/or line count discrepancies. Payments will be made monthly and only for these services rendered within the acceptable quality levels as set forth in Technical Exhibit 1 (Performance Requirement Summary (PRS) Chart) of Appendix B (Statement of Work Technical Exhibits).
- 12.4.2 If performance of a service is unacceptable as determined by the County and the unacceptable performance was not caused by County personnel, County will not be obligated to pay the full percentage for that service when performance does not conform to the requirements of this Contract. The County shall have the right to reduce the Contract price to reflect the reduced value of the service provided.
- 12.4.3 When the performance is unacceptable, Probation will complete a Contract Discrepancy Report (CDR). The CDR will require the Contractor to respond in writing, and explain the unacceptable performance, as well as how recurrence of the problem will be prevented. The County's Program Manager will evaluate the Contractor's explanation and determine if full payment, partial payment, or the Contract termination process is applicable.
- 12.4.4 The deduction against the Contract for unacceptable services shall be calculated as shown on the PRS Chart in Technical Exhibit 1 (Performance Requirement Summary (PRS) Chart) of Appendix B (Statement of Work Technical Exhibits).
- 12.4.5 For services monitored by 100% inspection, the figure in column 6 (Deduction from Contract Price) of the PRS Chart is multiplied by the number of unacceptable instances which exceed the AQL in Column 4. The resulting dollar amount is the amount of the deduction for performance variance which shall be applied against the monthly payment.

- 12.4.6 For services monitored by random sampling, the total number of defects found is used to determine the percentage of the lot which is unacceptable. For illustration only, if a sample of 100 court reports is taken from a total output or lot of 1,000 and monitored to ensure the accuracy of the transcribing (the absence of typographical errors): Of these 100 reports, 10 were determined to have typographical errors. In order to determine the amount that the Contractor will be assessed, the amount of unacceptable court reports (10) would be multiplied by the sample size (100) which equals 10%. This percentage is multiplied by the lot size (1000) and the product is 100 cases. Therefore 100 would be multiplied by \$5.00 (the amount of damages per occurrence) and the product, \$500.00, is the amount deducted from the monthly payment.
- 12.4.7 Actual sample sizes will be selected according to the MIL-STD-105D sample guide for sample selection per Technical Exhibit 1b (MIL-STD-105D Sample Guide) of Appendix B (Statement of Work Technical Exhibits).
- 12.4.8 The Contractor shall be required to immediately correct those activities found by County to be unacceptably performed. Because the sample represents the entire lot (the total number of correct reports for the day, week or month sampled), the correction of defects found by the County shall not improve the overall rating of that service.

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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TECHNICAL EXHIBIT 8
COUNTY OF LOS ANGELES
AGREEMENT|FOR ACCEPTABLE USE
AND CONFIDENTIALITY OF
COUNTY INFORMATION ASSETS

As a County of Los Angeles (County) Workforce Member, and as outlined in Board of Supervisors Policy 6.101 "Use of County Information Assets", I understand and agree:

- That I occupy a position of trust, as such I will use County Information Assets in accordance with countywide and Departmental policies, standards, and procedures including, but not limited to, Board of Supervisors Policy 9.015 "County Policy of Equity" (CPOE) and Board of Supervisors Policy 9.040 "Investigations Of Possible Criminal Activity Within County Government".
- That I am responsible for the security of information and systems to which I have access or to which I may otherwise obtain access even if such access is inadvertent or unintended. I shall maintain the confidentiality of County Information Assets (as defined in Board of Supervisors Policy 6.100 – Information Security Policy).
- That County Information Assets must not be used for:
 - Any unlawful purpose;
 - Any purpose detrimental to the County or its interests;
 - Personal financial gain;
 - In any way that undermines or interferes with access to or use of County Information Asset for official County purposes;
 - In any way that hinders productivity, efficiency, customer service, or interferes with other County Workforce Members performance of his/her official job duties.
- That records, files, databases, and systems contain restricted, confidential or internal use information (i.e. non-public information) as well as Public information. I may access, read or handle Non-public information to the extent required to perform my assigned duties. Although I may have access to Non-public information, I agree to not access such information unless it is necessary for the performance of my assigned duties.
- Not to divulge, publish, share, expose or otherwise make known to unauthorized persons, organization or the public any County Non-public Information. I understand that:
 - I may divulge Non-public Information to authorized County staff and managers as necessary to perform my job duties;
 - I may divulge Non-public Information to others only if specifically authorized to do so by federal, state, or local statute, regulation or court order, and with the knowledge of my supervisor or manager;
 - I may not discuss Non-public Information outside of the workplace or outside of my usual work area;
 - To consult my supervisor or manager on any questions I may have concerning whether particular information may be disclosed.
- To report any actual breach of Information Security or a situation that could potentially result in a breach, misuse or crime relating to County Information Assets whether this is on my part or on the part of another person following proper County and Departmental procedures. I understand that I am expected to assist in protecting evidence of crimes relating to Information Assets and will follow the instructions of, and cooperate, with management and any investigative response team.
- I have no expectation of privacy concerning my activities related to the use of, or access to, County Information Assets, including anything I create, store, send, or receive using County Information Assets. My actions may be monitored, logged, stored, made public, and are subject to investigation, audit and review without notice or consent.
- Not possess a County Information Asset without authorization. Although I may be granted authorization to possess and use a County Information Asset for the performance of my duties, I will never be granted any ownership or property rights to County Information Assets. All Information

**TECHNICAL EXHIBIT 8
COUNTY OF LOS ANGELES
AGREEMENT/FOR ACCEPTABLE USE
AND CONFIDENTIALITY OF COUNTY INFORMATION ASSETS**

Assets and Information is the property of the County. I must surrender County Information Assets upon request. Any Information Asset retained without authorization will be considered stolen and prosecuted as such.

- Not intentionally, or through negligence, damage or interfere with the operation of County Information Assets.
- Neither, prevent authorized access, nor enable unauthorized access to County Information Assets.
- To not make computer networks or systems available to others unless I have received specific authorization from the Information Owner.
 - Not share my computer identification codes and other authentication mechanisms (e.g., logon identification (ID), computer access codes, account codes, passwords, ID cards/tokens, biometric logons, and smartcards) with any other person or entity. Nor will I keep or maintain any unsecured record of my password(s) to access County Information Assets, whether on paper, in an electronic file.
 - I am accountable for all activities undertaken through my authentication mechanisms (e.g., logon identification (ID), computer access codes, account codes, passwords, ID cards/tokens, biometric logons, and smartcards).
- Not intentionally introduce any malicious software (e.g., computer virus, spyware, worm, key logger, or malicious code), into any County Information Asset or any non-County Information Systems or networks.
- Not subvert or bypass any security measure or system which has been implemented to control or restrict access to County Information Assets and any restricted work areas and facilities.
 - Disable, modify, or delete computer security software (e.g., antivirus, antispyware, firewall, and/or host intrusion prevention software) on County Information Assets. I shall immediately report any indication that a County Information Asset is compromised by malware following proper County and Departmental procedures.
- Not access, create, or distribute (e.g., via email, Instant Messaging or any other means) any offensive materials (e.g., text or images which are defamatory, sexually explicit, racial, harmful, or insensitive) on County Information Assets, unless authorized to do so as a part of my assigned job duties (e.g., law enforcement). I will report any offensive materials observed or received by me on County Information Assets following proper County and Departmental procedures.
- That the Internet is public and uncensored and contains many sites that may be considered offensive in both text and images. I shall use County Internet services in accordance with countywide and Departmental policies and procedures. I understand that County Internet services may be filtered, however, my use of resources provided on the Internet may expose me to offensive materials. I agree to hold County harmless from and against any and all liability and expense should I be inadvertently exposed to such offensive material.
- That County electronic communications (e.g., email, instant messages, etc.) created, sent, and/or stored using County electronic communications services are the property of the County. I will use proper business etiquette when communicating using County electronic communications services.
- Only use County Information Assets to create, exchange, publish, distribute, or disclose in public forums and social media (e.g., blog postings, bulletin boards, chat rooms, Twitter, Instagram, Facebook, MySpace, and other social media services) any information (e.g., personal information, confidential information, political lobbying, religious promotion, and opinions) in accordance with countywide and Departmental policies, standards, and procedures.
- Not store County Non-public Information on any Internet storage site except in accordance with countywide and Departmental policies, standards, and procedures.
- Not copy or otherwise use any copyrighted or other proprietary County Information Assets (e.g., licensed software, documentation, and data), except as permitted by the applicable license

**TECHNICAL EXHIBIT 8
COUNTY OF LOS ANGELES
AGREEMENT/FOR ACCEPTABLE USE
AND CONFIDENTIALITY OF COUNTY INFORMATION ASSETS**

agreement and approved by County Department management. Nor will I use County Information Assets to infringe on copyrighted material.

- That noncompliance may result in disciplinary action (e.g., suspension, discharge, denial of access, and termination of contracts) as well as both civil and criminal penalties and that County may seek all possible legal redress.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT:

County Workforce Member's Name	County Workforce Member's Signature
County Workforce Member's ID Number	Date
Manager's Name	Manager's Signature
Manager's Title	Date

REQUIRED FORMS - EXHIBIT 11

PRICING SHEET

The undersigned offers to provide all labor and supplies necessary to provide Transcribing Services to Los Angeles County Probation Department as set forth in RFP# 6402003.

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. I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following contract execution.

I agree to provide the specified services for the County of Los Angeles - Probation Department in accordance with the Statement of Work (SOW), Appendix A.

I PROPOSE A FIXED PER LINE RATE/FEE FOR ENGLISH TO ENGLISH TRANSCRIBING SERVICES AS FOLLOWS:	
_____ per line (Write out dollar amount in full)	_____ per line (Figure Amount)

I PROPOSE A FIXED PER LINE RATE/FEE FOR SPANISH TO ENGLISH TRANSCRIBING SERVICES AS FOLLOWS:	
_____ per line (Write out dollar amount in full)	_____ per line (Figure Amount)

I PROPOSE AN HOURLY RATE TO DEVELOP AND/OR MODIFY COURT REPORTS FORMS AS FOLLOWS:	
_____ per hour (Write out dollar amount in full)	_____ per hour (Figure Amount)

Print Name of Authorized Signer

Title

Signature

Date

*The County may request transcribing services for other languages. Rates to be determined upon mutual agreement between County and Contractor.