



# **LOS ANGELES COUNTY SHERIFF'S DEPARTMENT**

## **REQUEST FOR PROPOSALS FOR LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

**RFP 479-SH**

**April 2013**

**REQUEST FOR PROPOSALS  
FOR  
LEGAL EDUCATION SERVICES  
FOR FEMALE INMATES**

**NOTICE TO RFP PROPOSERS**

THIS BASE DOCUMENT INCLUDES THE REQUIREMENTS KNOWN TO COUNTY AS OF THE DATE OF ISSUANCE OF THE RFP. THIS BASE DOCUMENT DOES NOT STAND ALONE AND MUST BE READ AND REVIEWED IN CONNECTION WITH ALL OTHER PARTS OF THIS RFP, INCLUDING ANY APPENDICES, EXHIBITS, AND ATTACHMENTS ATTACHED HERETO OR THERETO.

THESE RFP GUIDELINES ARE INTENDED TO PROVIDE GENERAL INFORMATION ONLY AND ARE SUBJECT TO REVISION BY THE COUNTY. THE RIGHTS AND OBLIGATIONS OF ANY PARTY CONTRACTING WITH THE COUNTY WILL BE DETERMINED IN ACCORDANCE WITH THE TERMS OF THE APPLICABLE AGREEMENT AND APPLICABLE LAW.

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## **1.0 INTRODUCTION**

### **1.1 Purpose**

- 1.1.1 The Los Angeles County Sheriff's Department ("Department") on behalf of its Custody Division, Education Based Incarceration Bureau, is issuing this Request for Proposals ("RFP") to solicit proposals from qualified vendors ("Proposers") to provide Legal Education Services for Female Inmates. These legal education services will provide female inmates with comprehensive legal information so that they can better understand their rights and responsibilities and can make informed choices regarding their lives and families.
- 1.1.2 The selected Contractor shall provide recurring legal education training sessions to female inmates housed at the Department's Century Regional Detention Facility ("CRDF") and Twin Towers Correctional Facility ("TTCF"). The legal education training sessions shall focus on, but shall not be limited to, curtailing domestic violence, improving parent/child relationships, and helping mothers keep or regain custody of their children.
- 1.1.3 It is the goal of the Department that female inmates attending legal education training sessions develop greater self-esteem, improve their understanding of their legal rights and responsibilities, gain knowledge on how to maintain and foster relationships with their children, learn how to better protect themselves from domestic violence, and obtain other valuable life skills.
- 1.1.4 The selected Contractor shall not dispense legal advice or provide direct legal representation to female inmates under the Agreement. Inmates in need of legal representation shall be referred to qualified non-profit organizations.
- 1.1.5 The Department has recently provided legal education services to female inmates using a vendor who had experience teaching family law and domestic violence prevention. The program assisted numerous female inmates with legal information pertaining to various family issues, in-custody children's visitation rights, dissolution of marriage, and transitioning back into the community upon release from custody.

### **1.2 Overview of Solicitation Document**

This RFP, including all Appendices, Exhibits, and Attachments, sets forth the County requirements for Legal Education Services for Female Inmates. Proposers should formulate and base all responses solely from the information contained in this RFP. The individual documents do not stand alone and must

be read and reviewed in connection with all other parts of this RFP. This RFP is composed of the following parts:

- **SECTION 1.0 – INTRODUCTION:** Specifies the Minimum Mandatory Requirements for Proposers, provides information regarding some of the requirements of the Agreement, and explains the solicitation process.
- **SECTION 2.0 – PROPOSAL SUBMISSION REQUIREMENTS:** Contains instructions to Proposers on how to prepare and submit their proposal.
- **SECTION 3.0 – SELECTION PROCESS AND EVALUATION CRITERIA:** Explains how proposals will be selected and evaluated.
- **APPENDICES:**
  - **Appendix A – SAMPLE AGREEMENT:** Sample Agreement lists the terms and conditions in the Agreement.
  - **Appendix B – STATEMENT OF WORK:** Statement of Work explains in detail the required services to be performed under the Agreement.
  - **Appendix C – STATEMENT OF WORK ATTACHMENTS:** Attachments to the Statement of Work.
  - **Appendix D – REQUIRED FORMS:** All Required Forms must be completed and included in the proposal.
  - **Appendix E – TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department requesting a Solicitation Requirements Review.
  - **Appendix F – COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County policy.
  - **Appendix G – LINK TO LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Link lists contractors who are not allowed to contract with the County for a specific length of time.
  - **Appendix H – JURY SERVICE ORDINANCE:** County Code.
  - **Appendix I – SAFELY SURRENDERED BABY LAW:** County program.

- **Appendix J – IRS NOTICE 1015:** IRS Notice 1015 provides information on Federal Earned Income Credit.
- **Appendix K – DEFAULTED PROPERTY TAX REDUCTION PROGRAM ORDINANCE:** County Code
- **Appendix L – BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION:** An information sheet intended to assist nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources.
- **Appendix M – PERFORMANCE REQUIREMENTS SUMMARY CHART:** Monitoring tool listing some of the required services that will be monitored by the County during the Term of the Agreement.

### 1.3 Terms and Definitions

Throughout this RFP, references are made to certain persons, groups, or departments/agencies. For convenience, the definitions of certain terms used in this RFP can be found in Appendix A, Sample Agreement, Section 2.0, Definitions, of this RFP. In addition, any terms with the initial letter capitalized, which are not defined herein, shall have the meanings given to them in Appendix A, Sample Agreement, Section 2.0, Definitions, of this RFP; Appendix B, Statement of Work, of this RFP; or elsewhere in this RFP.

### 1.4 Proposer's Minimum Mandatory Requirements

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix B, Statement of Work, of this RFP, and elsewhere throughout this RFP are invited to submit proposals, provided they meet the following business and contractual requirements. Proposers must meet the Minimum Mandatory Requirements set forth in this Paragraph 1.4, Proposer's Minimum Mandatory Requirements. Failure of a Proposer to meet all of the Minimum Mandatory Requirements may result in the elimination of the proposal from further consideration (see Paragraph 3.2, Adherence to Minimum Mandatory Requirements, of this RFP).

- 1.4.1 Proposer must have a minimum of three (3) consecutive years experience within the last ten (10) years in the provision of legal education services for women in California, equivalent to or similar to the legal education services identified in Appendix B, Statement of Work, of this RFP. Such legal education services must have been provided in the area of family law and must have minimally included domestic violence prevention. Proposer shall submit references to verify this experience.



1.4.2 In accordance with Subparagraph 5.2.2, Program Instructors, of Appendix B, Statement of Work, of this RFP, Proposer's proposed program instructors must:

(a) Possess and maintain active membership in good standing in the State Bar of California and must be actively practicing family law and/or providing domestic violence prevention training to women for a minimum of three (3) consecutive years.

and/or

(b) Have a minimum of three (3) consecutive years experience within the last ten (10) years teaching or assisting in areas of expertise related to the Deliverables described in Paragraph 3.1, Deliverables, of Appendix B, Statement of Work, of this RFP.

Proposer shall include resumes to verify experience for personnel that are already identified for the positions. If personnel are not yet identified for the positions, then Proposer shall submit their corporate job descriptions and by the commencement of the Agreement, if awarded, provide resumes to verify experience for personnel.

## **1.5 County Rights & Responsibilities**

1.5.1 County has the right to amend the RFP by written addendum. County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFP and also shall be posted on the Sheriff's website at [http://www.lasdhq.org/lasdhq\\_contracts/info.html](http://www.lasdhq.org/lasdhq_contracts/info.html).

1.5.2 Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal not being considered, as determined in the sole discretion of County. County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

## **1.6 Agreement Term**

The Term of the Agreement shall commence upon the date of execution of the Agreement by the County Board of Supervisors and continue for a period of three (3) years unless terminated earlier in whole or in part, as provided in the Agreement (the "Initial Term"). The County has the option, at County's sole discretion, to extend the Term of this Agreement for up to two (2) additional one

(1) year periods, (each an "Option Term") for a maximum Term of the Agreement not to exceed five (5) years. The "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be.

## **1.7 Agreement Rates**

The Proposer shall provide a Rate per Session and a maximum reimbursable price for Perishable Instructional Materials for each legal education training session. The total maximum price per legal education training session, including Rate per Session and Perishable Instructional Materials, shall remain firm and fixed, regardless of class size, for the Term of the Agreement. Training sessions may range in size from twenty (20) to thirty (30) female inmates. County however does not guarantee a minimum or maximum range in training session size.

## **1.8 Days of Operation**

The Contractor shall be required to provide legal education training sessions two (2) to four (4) times per week, Monday through Friday. The Contractor is not required to provide services on County-recognized holidays. The County Project Manager will provide a list of the County holidays to the Contractor at the time the Agreement is approved by the County Board of Supervisors, and annually, at the beginning of each calendar year.

## **1.9 Contact with County Personnel**

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

Los Angeles County Sheriff's Department  
Contracts Unit, Room 214  
4700 Ramona Boulevard  
Monterey Park, California 91754  
Attention: Abilene Valdez, Contract Analyst  
Email address: [arvaldez@lasd.org](mailto:arvaldez@lasd.org)  
Fax #: (323) 415-4292

Proposers are specifically directed not to contact any other County person or agent for any matter related to this RFP. If it is discovered that Proposer contacted and/or received information from any County person or agent, other than the person specified above, regarding this RFP, County, in its sole determination, may disqualify Proposer and their proposal from further consideration.

## **1.10 Final Agreement Award by the Board of Supervisors**

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

## **1.11 Mandatory Requirement to Register on County's WebVen**

Prior to an Agreement award, all potential Contractors must register in County's WebVen. The WebVen contains the Proposer's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing County's home page at [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm).

## **1.12 County Option to Cancel RFP and/or Reject Proposals**

County may, at its sole discretion, cancel this RFP at any time and/or reject any or all proposals submitted in response to this RFP. County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

## **1.13 Protest Policy Review Process**

1.13.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Paragraph 2.4, Solicitation Requirements Review, of this RFP. Additionally, any actual Proposer may request a review of a disqualification or of a proposed Agreement award under such a solicitation, as described respectively in Paragraph 3.4, Disqualification Review, of this RFP and Paragraph 3.6, Department's Proposed Contractor Selection Review, of this RFP. Under any such review, it is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed Agreement award, as the case may be.

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

so.

#### 1.13.3 Grounds for Review

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

- Review of the Solicitation Requirements (Reference Paragraph 2.4, Solicitation Requirements Review, of this RFP)
- Review of a Disqualified Proposal (Reference Paragraph 3.4, Disqualification Review, of this RFP)
- Review of Proposed Contractor Selection (Reference Paragraph 3.6, Department's Proposed Contractor Selection Review, of this RFP)

### 1.14 Notice to Proposers Regarding the Public Records Act

1.14.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, at such time as (a) with respect to the recommended Proposer's proposal, the Department completes contract negotiations and obtains a letter from an authorized officer of the recommended Proposer that the negotiated contract is a firm offer of the recommended Proposer, which shall not be revoked by the recommended Proposer pending the Department's completion of the process under Board Policy No. 5.055 and approval by the Board of Supervisors (Board), and (b) with respect to each Proposer requesting a County Review Panel, the County Review Panel convenes as a result of such Proposers' request, and (c) with respect to all other Proposers, the Department recommends the recommended Proposer(s) to the Board and such recommendation appears on the Board agenda, proposals submitted in response to this solicitation become a matter of public record, with the exception of those parts of each proposal which are justifiably defined as business or trade secrets, and, if by the proposer, plainly marked as "Trade Secret," "Confidential," or "Proprietary."

1.14.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. Proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

## **1.15 Indemnification and Insurance**

Contractor shall be required to comply with the indemnification provisions contained in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Section 13.0, Indemnification and Insurance, of this RFP and Section 14.0, Intellectual Property Indemnification, of this RFP. Contractor shall procure, maintain, and provide to County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 13.3, Insurance Coverage, of this RFP.

## **1.16 SPARTA Program**

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

## **1.17 Injury & Illness Prevention Program (IIPP)**

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

## **1.18 Background and Security Investigations**

1.18.1 At any time prior to or during the Term of the Agreement, all Contractor staff, subcontractors, and agents of Contractor (collectively herein, "Contractor's staff") performing services under the Agreement shall be required to undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

1.18.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Agreement at any time during the term of the Agreement. County will not provide to

Contractor or to Contractor's staff any information obtained through County's background investigation.

- 1.18.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 1.18.4 Disqualification of any member of Contractor's staff shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the Agreement.

## **1.19 Confidentiality and Independent Contractor Status**

- 1.19.1 Contractor shall be required to comply with the Confidentiality provision contained in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Section 3.0, Confidentiality, of this RFP and the Independent Contractor Status provision contained in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Section 41.0, Independent Contractor Status, of this RFP.
- 1.19.2 Contractor shall ensure that it obtains, and submits to the County, a signed Exhibit E1, Contractor Employee Acknowledgment and Confidentiality Agreement of Appendix A, Sample Agreement, of this RFP for each employee performing services under the Agreement before Work begins.
- 1.19.2 Contractor shall also ensure that it obtains, and submits to the County, a signed Exhibit E2, Contractor Non-Employee Acknowledgment and Confidentiality Agreement, of Appendix A, Sample Agreement, of this RFP for each non-employee performing services under the Agreement before Work begins.

## **1.20 Conflict of Interest**

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

## **1.21 Determination of Proposer Responsibility**

- 1.21.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Proposers.
- 1.21.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any Agreements, including but not limited to County Agreements. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
- 1.21.3 The County may declare a Proposer to be non-responsible for purposes of this Agreement if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of an Agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform an Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 1.21.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the County Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 1.21.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the County Board of Supervisors.

- 1.21.6 These terms shall also apply to proposed subcontractors of Proposers on County Agreements.

## **1.22 Proposer Debarment**

- 1.22.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County Agreements for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing Agreements with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of an Agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform an Agreement 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.
- 1.22.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.22.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.22.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and



recommendation of the Contractor Hearing Board.

- 1.22.5 If a Proposer has been debarred for a period longer than five (5) years, that Proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 1.22.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 1.22.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.22.8 These terms shall also apply to proposed subcontractors of Proposers on County Agreements.
- 1.22.9 Appendix G, Link to Listing of Contractors Debarred in Los Angeles County, of this RFP, provides a link to the County's website where there is a listing of contractors that are currently on the Debarment List for Los Angeles County.

## **1.23 Proposer's Adherence to County's Child Support Compliance Program**

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

## **1.24 Gratuities**

### **1.24.1 Attempt to Secure Favorable Treatment**

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Agreement or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Agreement.

### **1.24.2 Proposer Notification to County**

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

### **1.24.3 Form of Improper Consideration**

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

## **1.25 Notice to Proposers Regarding the County Lobbyist Ordinance**

The County Board of Supervisors has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the Lobbyist Ordinance, defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect,

each person, corporation or other entity that seeks a County permit, license, franchise or agreement must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting Exhibit 6, Familiarity with the County Lobbyist Ordinance Certification, of Appendix D, Required Forms, of this RFP as part of their proposal.

## **1.26 Federal Earned Income Credit**

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Appendix J, IRS Notice 1015, of this RFP.

## **1.27 Consideration of GAIN/GROW Participants for Employment**

1.27.1 As a threshold requirement for consideration for an agreement award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for an agreement award.

1.27.2 Proposers shall complete and submit Exhibit 9, Attestation of Willingness to Consider GAIN/GROW Participants, of Appendix D, Required Forms, of this RFP as set forth in as part of their proposal.

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

After Agreement award, County or its agent will evaluate the Contractor's performance under the Agreement on at least an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Agreement and performance standards identified in Appendix B, Statement of Work, of this

RFP. Contractor's deficiencies which County determines are severe or continuing and that may jeopardize performance of the Agreement will be reported to the County Board of Supervisors. The report will include improvement/corrective action measures taken by the Department and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement in whole or in part, or impose other penalties as specified in the Agreement.

## **1.29 Recycled Content Paper**

Each Proposer shall be required to comply with the County's policy on recycled content paper as specified in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Section 32.0, Recycled Content Paper, of this RFP.

## **1.30 Safely Surrendered Baby Law**

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

## **1.31 County Policy on Doing Business with Small Business**

- 1.31.1 County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.
- 1.31.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Paragraph 1.33, Local Small Business Enterprise Preference Program, of this RFP.
- 1.31.3 The Jury Service Program provides exceptions to the Jury Service Program if a company qualifies as a Small Business. Further explanation of the Jury Service Program is provided in Paragraph 1.32, Jury Service Program, of this RFP.
- 1.31.4 County also has a Policy on Doing Business with Small Business that is stated in Appendix F, County of Los Angeles Policy on Doing business with Small Business, of this RFP.

## 1.32 Jury Service Program

The prospective Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read Appendix H, Jury Service Ordinance, of this RFP, and the pertinent jury service provisions of Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Section 33.0, Compliance with Jury Service Program, of this RFP, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their subcontractors.

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

1.32.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 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. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

1.32.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has an Agreement 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 County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual

amount of this Agreement is less than \$500,000, and, 3) is not an “affiliate or subsidiary of a business dominant in its field of operation”. The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

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

### **1.33 Local Small Business Enterprise (SBE) Preference Program**

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

- 1.33.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

### **1.34 Local Small Business Enterprise (SBE) Prompt Payment Program**

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

### **1.35 Notification to County of Pending Acquisitions/Mergers by Proposing Company**

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Exhibit 1, Proposer's Organization Questionnaire/Affidavit, of Appendix D, Required Forms, of this RFP. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration.

### **1.36 Transitional Job Opportunities Preference Program**

- 1.36.1 In evaluating proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to Section 501 (c) (3) of the Internal Revenue Service's Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three (3) most recent annual tax returns to the Department with their proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one (1) year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department.
- 1.36.2 Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to

a Proposer that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

- 1.36.3 To request the Transitional Job Opportunities Preference, Proposer must complete the Exhibit 11, Transitional Job Opportunities Preference Application, of Appendix D, Required Forms, of this RFP, and submit it along with all supporting documentation with their proposal.

## **1.37 Defaulted Property Tax Reduction Program**

- 1.37.1 The prospective Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read Appendix K, Defaulted Property Tax Reduction Program, of this RFP and the pertinent provisions of Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Section 63.0, Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program; and Section 64.0, Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program, of this RFP, both of which are incorporated by reference into and made a part of this RFP. The Defaulted Tax Program applies to both Contractors and their subcontractors.
- 1.37.2 Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any agreement that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Exhibit 12, Certification of Compliance with the County's Defaulted Property Tax Reduction Program, of Appendix D, Required Forms, of this RFP. Failure to maintain compliance, or to timely cure defects, may be cause for termination of an agreement or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).
- 1.37.3 Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

## **1.38 Proposer's Charitable Contributions Compliance**

- 1.38.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter



919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read the Appendix L, Background and Resources: California Charities Regulations, of this RFP. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

- 1.38.2 All prospective Contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Exhibit 13, Charitable Contributions Certification, of Appendix D, Required Forms, of this RFP. A completed Exhibit 13, Charitable Contributions Certification, of Appendix D, Required Forms, of this RFP is a required part of any agreement with the County.
- 1.38.3 In Exhibit 13, Charitable Contributions Certification, of Appendix D, Required Forms, of this RFP, prospective Contractors certify either that:
- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act (including the Nonprofit Integrity Act), but will comply if they become subject to coverage of those laws during the term of a County Agreement,
  - OR -**
  - they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.
- 1.38.4 Prospective County Contractors that do not complete Appendix D, Required Forms, Exhibit 13, Charitable Contributions Certification, of this RFP as part of the solicitation process may, in the County's sole discretion, be disqualified from Agreement award. A County Contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

## 2.0 PROPOSAL SUBMISSION REQUIREMENTS

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

### 2.1 County Responsibility

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

### 2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be in the Department's sole discretion and shall be final.

### 2.3 RFP Timetable

The timetable for this RFP is as follows:

- Release of RFP ..... Refer to Bulletin #1
- Request for a Solicitation Requirements Review Due ..... Refer to Bulletin #1
- Written Questions Due by 3:00 p.m. (Pacific Time) ..... Refer to Bulletin #1
- Last Day to Confirm Attendance to Mandatory  
Proposer's Conference and Mandatory Site Visit ..... Refer to Bulletin #1
- Questions and Responses Released ..... Refer to Bulletin #1
- Mandatory Proposer's Conference and Mandatory  
Site Visit ..... Refer to Bulletin #1
- Conference Questions and Responses Released ..... Refer to Bulletin #1
- **Proposals due by 3:00 p.m. (Pacific Time)** ..... Refer to Bulletin #1

### 2.4 Solicitation Requirements Review

2.4.1 Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E, Transmittal Form to Request a Solicitation Requirements Review, of this RFP along with supporting documentation, to the Department conducting the solicitation as described in this Paragraph 2.4, Solicitations Requirements Review. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within the deadline specified in Bulletin #1; and

2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal; and
  3. The request for a Solicitation Requirements Review itemizes, in appropriate detail, each matter contested and factual reasons for the requested review; and
  4. The request for a Solicitation Requirements Review asserts either that:
    - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or
    - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.
- 2.4.2 The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.
- 2.4.3 All requests for Solicitation Requirements Review shall be submitted to:

Los Angeles County Sheriff's Department  
Contracts Unit, Room 214  
4700 Ramona Boulevard  
Monterey Park, California 91754  
Attention: Assistant Director

## **2.5 Proposers' Questions**

- 2.5.1 Proposers may submit written questions regarding this RFP by mail, fax, or e-mail to the Contract Analyst identified below. All questions must be received by the date specified in Bulletin #1, attached to this RFP and incorporated herein by this reference. All questions, without identifying the submitting Proposer, will be compiled with the appropriate answers and issued as an addendum to this RFP. The addendum will be made available in the form of a Bulletin, which will be posted on the Department's website at [http://www.lasd.org/lasdhq\\_contracts/info.html](http://www.lasd.org/lasdhq_contracts/info.html) on or before May 28, 2013.
- 2.5.2 When submitting questions, please specify the RFP section number, paragraph number, and page number and quote the passage that prompted the question. This will ensure that the language at issue can be

quickly found in the RFP. County reserves the right to group similar questions when providing answers.

- 2.5.3 Questions regarding the application of minimum requirements, evaluation criteria and/or business requirements that would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from Proposer should be addressed under the Solicitations Requirement Review pursuant to Paragraph 2.4, Solicitation Requirements Review, of this RFP.
- 2.5.4 Questions shall be addressed to:

Los Angeles County Sheriff's Department  
Contracts Unit, Room 214  
4700 Ramona Boulevard  
Monterey Park, California 91754  
Attention: Abilene Valdez, Contract Analyst  
Fax #: (323) 415-4292  
E-mail address: [arvaldez@lasd.org](mailto:arvaldez@lasd.org)

## **2.6 Mandatory Proposer's Conference and Mandatory Site Visit**

- 2.6.1 A Mandatory Proposer's Conference and Mandatory Site Visit will be held to discuss the RFP requirements; refer to Bulletin #1 for details. County staff will make a reasonable attempt to respond to questions from potential Proposers at the conference. Written answers to questions will be provided to all Proposers who attended the Mandatory Proposer's Conference and Mandatory Site Visit, in addition to being posted on the Department's website at [http://www.lasd.org/lasd\\_contracts/info.html](http://www.lasd.org/lasd_contracts/info.html) by the date specified in Bulletin #1. All subsequent written answers and any addendum shall supersede any verbal responses provided at the Mandatory Proposer's Conference and Mandatory Site Visit.
- 2.6.2 Potential Proposer's attendee(s) must be full-time employee(s) of the potential Proposer, and the Proposer must notify Contract Analyst, Abilene Valdez ([arvaldez@lasd.org](mailto:arvaldez@lasd.org)) with the number of employees attending the Mandatory Proposer's Conference and Mandatory Site Visit by the date and time specified in Bulletin #1. The number of attendees per potential Proposer will be limited to a maximum of three (3) attendees.
- 2.6.3 All potential Proposers **must** attend the Mandatory Proposer's Conference and Mandatory Site Visit in **its entirety** or their proposals may be rejected (or disqualified) without review and eliminated from further consideration. Failure of any Proposer to attend the Mandatory Proposer's Conference and Mandatory Site Visit may result in the rejection without review of such Proposer's proposal and the elimination from any further consideration.

**Note:** Proposers should arrive on time and bring a copy of the RFP. Late arrivals may not be admitted to the Mandatory Proposer's Conference and Mandatory Site Visit.

- 2.6.4 Each attendee must submit a Security Clearance Form prior to the Mandatory Proposer's Conference and Mandatory Site Visit. The Security Clearance Form, with a submission deadline, will be provided to potential Proposers via e-mail after Proposer notifies Contract Analyst Abilene Valdez ([arvaldez@lasd.org](mailto:arvaldez@lasd.org)) of the names of potential Proposer's employee(s) that will be attending the Mandatory Proposer's Conference and Mandatory Site Visit. Only those attendees that successfully pass the security clearance screening will be permitted to attend the Mandatory Proposer's Conference and Mandatory Site Visit.

## **2.7 Preparation of the Proposal**

- 2.7.1 Proposers must read this RFP carefully and follow all instructions, giving consideration to all requirements and requested documents as set forth herein when submitting their proposals to ensure that errors or omissions do not cause proposals to be eliminated from consideration.
- 2.7.2 Each proposal must respond clearly and comprehensively to all requirements of this RFP. Any request for information or documents lacking a response in the proposal will be considered "non-responsive." Failure to comply with the instructions set forth in this RFP may disqualify the proposal. Noncompliant, inadequate, incomplete, or otherwise non-responsive proposals may, in the County's sole discretion, result in disqualification or elimination.
- 2.7.3 County reserves the sole right to judge the content and presentation of the proposals. Any proposal that deviates from the required format, sequence, content, or submission procedure may be rejected without review, in the County's sole discretion.

## **2.8 Proposal Format**

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

- Transmittal Letter
- Proposer's Organization Questionnaire/Affidavit
- Table of Contents
- Proposer's Qualifications (Section A)
- Proposer's Approach to Providing Required Services (Section B)
- Proposer's Quality Control Plan (Section C)
- Required Forms (Section D)
- Rates for Services (Section E)

- Acceptance of/or Exception to Terms and Conditions in Sample Agreement and Requirements of the Statement of Work (Section F)
- Proof of Insurability (Section G)

### 2.8.1 Transmittal Letter

The transmittal letter must be a maximum of one (1) page, transmitting the proposal on the Proposer's stationery. The transmittal letter must include the Proposer's name, address, e-mail address, telephone and facsimile numbers of the person or persons to be used for contact and person or persons who will be authorized to represent the Proposer. **The transmittal letter must bear the signature of the person authorized to sign on behalf of the Proposer and to bind the Proposer in an Agreement.** The letter must contain a statement that the Proposer will bear sole and complete responsibility for all work as defined and described in the Appendix A, Sample Agreement, and Appendix B, Statement of Work, and all attachments thereto, of this RFP.

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

The Proposer shall complete, sign, and date Exhibit 1, Proposer's Organization Questionnaire/Affidavit, of Appendix D, Required Forms, of this RFP. **The person signing Exhibit 1, Proposer's Organization Questionnaire/Affidavit, of Appendix D, Required Forms, of this RFP on behalf of the Proposer must be authorized to sign on behalf of the Proposer and to bind the Proposer in an Agreement.**

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

If the below referenced documents are not available at the time of proposal submission, Proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

## **Required Support Documents:**

### **Corporations or Limited Liability Company (LLC):**

The Proposer must submit the following documentation with the proposal:

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

### **Limited Partnership:**

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

## **2.8.3 Table of Contents**

The Table of Contents must be a comprehensive listing of material included in the proposal. This section of the proposal must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

## **2.8.4 Proposer's Qualifications (Proposal Section A)**

Proposer shall demonstrate in Section A of the proposal that the Proposer's organization has the experience and financial capability to perform the required services, as set forth in Appendix B, Statement of Work, of this RFP. The following sections must be included in Section A of the proposal:

### **2.8.4.1 Proposer's Background and Experience (Proposal Section A.1)**

Proposer must provide a detailed summary of relevant background information to demonstrate that they meet and/or exceed the minimum experience requirements stated in Paragraph 1.4, Proposer's Minimum Mandatory Requirements, of this RFP and Appendix B, Statement of Work, of this RFP and have the capability to perform the required services as a corporation or other entity.

In scoring the proposal, County may award additional points for years of verifiable (corporate) experience (depending upon the number of years verified) which exceed the Minimum Mandatory Requirements outlined in Paragraph 1.4, Proposer's Minimum Mandatory Requirements, of this RFP. As such, it is the responsibility of each Proposer to fully and clearly disclose all verifiable years of experience which exceed the Minimum Mandatory Requirements outlined in Paragraph 1.4, Proposer's Minimum Mandatory Requirements, of this RFP.

A. Proposer's Staff (Proposal Section A.1.1)

Proposer shall ensure that Section A.1.1 of the proposal includes a completed Appendix D, Required Forms, Exhibit 16, Contractor's Staff, of this RFP demonstrating that it has the staffing and support necessary by the commencement of the Agreement, if awarded to provide the Deliverables outlined in Appendix B, Statement of Work, Paragraph 3.1, Deliverables, of this RFP and as required in Paragraph 1.4, Proposer's Minimum Mandatory Requirements, of this RFP.

1. Program Instructors:

Proposer shall ensure that Section A.1.1 of the proposal includes resumes to verify experience for personnel that are already identified for the positions. If personnel are not yet identified for the positions, then Proposer shall submit their corporate job descriptions and by the commencement of the Agreement, if awarded, provide resumes to verify experience for personnel.

Either of the following program instructor positions shall provide services under this Agreement.

- a. Paralegal Staff Instructor – The instructor shall possess and maintain current certification as a paralegal in the State of California and must have minimum of three (3) consecutive years experience within the last ten (10) years teaching or assisting in areas of expertise related to the Deliverables described in Paragraph 3.1, Deliverables, of Appendix B, Statement of Work, of this RFP.
- b. Attorney Staff Instructor – The instructor shall possess and maintain active membership in good standing in the State Bar of California and must be



actively practicing family law and/or providing domestic violence prevention training services to women for a minimum of three (3) consecutive years.

## **2. Non-Instructor Assistant Staff**

Each and any assistant staff person (Classroom Assistant) assigned by Contractor shall possess a Bachelor's Degree from an accredited academic institution. At no time throughout the Term of the Agreement shall such classroom assistant substitute, replace, or fill in as an instructor, except until such time that such classroom assistant is in compliance with the requirements for program instructors as defined in Subparagraph 2.8.4.1(A)(1), Program Instructors, above.

### **2.8.4.2 Proposer's References (Proposal Section A.2)**

Section A.2 of the proposal must contain references to substantiate that the Proposer (a) meets the Minimum Mandatory Requirements indicated in Paragraph 1.4, Proposer's Minimum Mandatory Requirements, of this RFP, and (b) has a satisfactory performance record in comparable projects. It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and telephone number of each reference is accurate and complete.

A. County may disqualify a Proposer in its sole discretion if:

1. References fail to substantiate Proposer's description of the services provided; or
2. References fail to support that Proposer has a continuing pattern of providing capable, productive, and skilled personnel, or
3. Department is unable to reach the point of contact with reasonable effort of three (3) attempts. It is the Proposer's responsibility to inform the point of contact that reference checks will be conducted during normal business hours.

B. The Proposer shall complete and include the following Appendix D, Required Forms, of this RFP in Section A.2 of the proposal. The same references may be listed on both

Exhibit 2, Prospector Contractor References, and Exhibit 3, Prospective Contractor List of Contracts.

1. Prospective Contractor References, Exhibit 2 of Appendix D, Required Forms, of this RFP

Proposer must provide three (3) references from different agencies, where the same or similar scope of services, as described in Appendix B, Statement of Work, of this RFP were provided.

2. Prospective Contractor List of Contracts, Exhibit 3 of Appendix D, Required Forms, of this RFP

Proposer must provide a list of all public entities, including the County, for which the Proposer has provided service within the last ten (10) years. Use additional sheets if necessary.

3. Prospective Contractor List of Terminated Contracts, Exhibit 4 of Appendix D, Required Forms, of this RFP

Proposer must provide a list of all contracts terminated within the last three (3) years with a reason for termination.

#### **2.8.4.3 Proposer's Pending Litigation, Threatened Litigation, and Judgments (Proposal Section A.3)**

- A. Proposer shall identify by name, case, and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Proposer shall identify any threatened litigation against the Proposer in the past five (5) years. Proposer shall provide a statement describing the size and scope of any pending litigation, threatened litigation, or judgments against the Proposer or principals of the Proposer.
- B. Failure or refusal to report pending litigation, threatened litigation, or judgments may result in Proposer being found non-responsive, and the proposal may be eliminated from future review at County's absolute and sole discretion.
- C. If a Proposer has no pending litigation, threatened litigation, or judgments, then a statement stating so must be provided in this Section A.3.

#### **2.8.4.4 Financial Capability (Proposal Section A.4)**

- A. Proposer shall provide copies of the Proposer's financial statements for fiscal years 2011, 2010 and 2009, prepared in compliance with Generally Accepted Accounting Practices (GAAP). Statements should include the Proposer's assets, liabilities and net worth. Include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. Do not submit income tax returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.
- B. Failure or refusal to submit financial statements may result in the proposal being found non-responsive, and the proposal may rejected without further review in the County's sole and absolute discretion.

#### **2.8.5 Proposer's Approach to Providing Required Services (Proposal Section B)**

Proposer shall describe in detail how the required services will be performed. Proposer shall also include a sample curriculum, describe proposed minimum staffing for this project, identify any supplies to be used to provide the required services, and specify training requirements for its staff. The sample curriculum shall be provided as follows:

##### **2.8.5.1 Sample Curriculum**

- A. Proposer must provide a sample curriculum for a hypothetical one (1) calendar-month period. Each of the Deliverables listed in Appendix B, Statement of Work, Subparagraphs 3.1.1 through 3.1.7, of this RFP must be offered at least twice during each one (1) calendar-month curriculum period, and must be so documented on the sample curriculum for the purpose of this proposal. Not more than two (2) Deliverables (or subject areas) may be covered during a single 90-minute training session.
- B. The sample curriculum must include titles for each legal education training session commensurate with the description of Deliverables in Appendix B, Statement of Work, Paragraph 3.1, Deliverables, of this RFP. The proposed sample curriculum format must minimally show proposed dates and times, and the number and classification of program instructors and non-instructor assistant staff.

The proposed sample curriculum format presented here in the proposal is non-binding. A finalized curriculum format will be developed in conjunction with County Project Director prior to executing an Agreement.

#### **2.8.6 Proposer's Quality Control Plan (Proposal Section C)**

Proposer shall present a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix B, Statement of Work, Section 9.0, Quality Control, of this RFP.

#### **2.8.7 Required Forms (Proposal Section D)**

Proposer shall include in its proposal the following forms, as provided in Appendix D, Required Forms, of this RFP. Proposer shall complete, sign, and date all forms. The person signing all forms must be authorized to sign on behalf of the Proposer and to bind the Proposer in an Agreement. Forms may be expanded, as necessary, to provide complete responses.

##### **Exhibit 5 Certification of No Conflict of Interest**

Proposer shall complete and submit this form with the proposal. Proposer shall certify that no employee, who prepared or participated in the preparation of the proposal, is within the purview of County Code Section 2.180.010.

##### **Exhibit 6 Familiarity with the County Lobbyist Ordinance Certification**

Proposer shall complete and submit this form with the proposal. Proposer shall certify that they are familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the Proposer comply with the ordinance during the RFP process and otherwise.

##### **Exhibit 7 County of Los Angeles Community Business Enterprise (CBE) Program – Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information**

Proposer shall complete and submit this form and the Local SBE Certification letter issued by the County of Los Angeles Internal Services Department with the proposal.

##### **Exhibit 8 Proposer's EEO Certification**

Proposer shall complete and submit this form with the

proposal. Proposer shall certify compliance with EEO laws, regulations, and policies.

**Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants**

Proposer shall complete and submit this form with the proposal. Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants in the future employment opening if they meet the minimum qualifications for that opening. Proposer shall also attest to a willingness to provide employed GAIN/GROW participants access to Proposer's employee mentoring program, if available.

**Exhibit 10 County of Los Angeles Contractor Employee Jury Service Program – Certification Form and Application for Exception**

Proposer shall complete and submit this form with the proposal. If Proposer is requesting an exception to this program, Proposer shall submit all necessary documents to support the request.

**Exhibit 11 Transitional Job Opportunities Preference Application**

If applicable, Proposer shall complete and submit this form and all required supporting documents with the proposal.

**Exhibit 12 Certification of Compliance with the County's Defaulted Property Tax Reduction Program**

Proposer shall complete and submit this form with the proposal.

**Exhibit 13 Charitable Contributions Certification**

If applicable, Proposer shall complete and submit the form with the proposal.

**2.8.8 Rates for Services (Proposal Section E)**

**2.8.8.1** Proposer shall provide the Rate per Session that the Proposer shall charge for each 90 minute legal education training session (class) provided, regardless of class size, using the Pricing Sheet provided in Appendix D, Required Forms, Exhibit 14, Pricing Sheet, of this RFP. The Rate per Session shall include

all levels of staff, including principals of Proposer's firm, who will be providing training and supervision, and any and all other direct and indirect costs associated with delivery of a legal education training session, with the exception of the Perishable Instructional Materials discussed below.

2.8.8.2 Proposer shall also provide a maximum reimbursable price per legal education training session for anticipated Perishable Instructional Materials, as defined in Appendix A, Sample Agreement, Section 2.0, Definitions, of this RFP, if any, including instructors' supplies, and supplies that may be given to inmates as appropriate to the legal education training sessions. Refer to Appendix A, Sample Agreement, Section 8.0, Costs and Fees, of this RFP.

2.8.8.3 Proposer shall complete and submit the following forms found in Appendix D, Required Forms, of this RFP in Section E of the proposal:

A. Exhibit 14 - Pricing Sheet

B. Exhibit 15 - Certification of Independent Price Determination and Acknowledgement of RFP Restrictions

**2.8.9 Acceptance of and/or Exception to Terms and Conditions in Sample Agreement and Requirements of the Statement of Work (Proposal Section F)**

2.8.9.1 It is the duty of every Proposer to thoroughly review the Appendix A, Sample Agreement, including Exhibit A, Additional Terms and Conditions, of this RFP and Appendix B, Statement of Work, of this RFP to ensure compliance with all terms, conditions, and requirements. It is the County's expectation that, in submitting a proposal, the Proposer will accept, as stated, the County's terms and conditions in Appendix A, Sample Agreement, including Exhibit A, Additional Terms and Conditions, of this RFP and the County's requirements in Appendix B, Statement of Work, of this RFP. Unless expressed otherwise by Proposer in its proposal, each Proposer is deemed to have accepted, as stated the County's terms and conditions in Appendix A, Sample Agreement, including Exhibit A, Additional Terms and Conditions, of this RFP and the County's requirements in Appendix B, Statement of Work, of this RFP. However, Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements

only in Section F of its proposal subject to the terms stated below.

2.8.9.2 Section F of Proposer's response shall include:

- A. A statement offering the Proposer's acceptance of or exceptions to all terms and conditions listed in Appendix A, Sample Agreement, including Exhibit A, Additional Terms and Conditions, of this RFP; and
- B. A statement offering the Proposer's acceptance of or exceptions to all requirements listed in Appendix B, Statement of Work, of this RFP; and
- C. For each exception, the Proposer shall provide:
  - A citation by specific document, section, and page number for each exception; and
  - An explanation of the reason(s) for the exception; and
  - The proposed alternative language as a "reline" against the original language for County's consideration; and
  - A description of the impact, if any, to Proposer's price.

2.8.9.3 Failure to adhere to the above procedure may at County's discretion render the proposal non-responsive. The County relies on this procedure to evaluate and consider Proposer's exceptions. Any proposer that fails to make timely exceptions as required herein may be barred, at the County's sole discretion, from later making such exceptions.

2.8.9.4 The County reserves the right and may deduct points or disqualify the proposal if Proposers' exceptions are material enough to deem the proposal non-responsive and not submit to further evaluation.

2.8.9.5 The County reserves the right to make changes to Appendix A, Sample Agreement, including Exhibit A, Additional Terms and Conditions, of this RFP and Appendix B, Statement of Work, including any Attachments thereto, of this RFP at its sole discretion.

**2.8.10 Proof of Insurability (Proposal Section G)**

Proposer must provide proof of insurability that meets all insurance requirements set forth in Appendix A, Sample Agreement, Exhibit A,

Additional Terms and Conditions, Section 13.0, Indemnification and Insurance, of this RFP. If a Proposer does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Proposer be awarded an Agreement shall be submitted with the proposal.

## **2.9 Proposal Submission**

- 2.9.1 The original proposal and three (3) exact duplicate copies, in both hard copies and CDs, shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**"REQUEST FOR PROPOSALS (RFP) 479-SH  
FOR  
LEGAL EDUCATION SERVICES FOR FEMALE INMATES"**

- 2.9.2 The proposal shall be delivered or mailed to the following:

Los Angeles County Sheriff's Department  
Contracts Unit, Room 214  
4700 Ramona Boulevard  
Monterey Park, California 91754  
Attention: Abilene Valdez, Contracts Analyst

- 2.9.3 It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any proposals received after the scheduled closing date and time for receipt of proposals, as stated in Bulletin #1 or any later bulletin amending the proposal due date, will not be accepted and will be returned to the sender unopened. Timely hand-delivered proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

## **2.10 Proposal Withdrawals and Corrections**

- 2.10.1 The Proposer may withdraw its proposal at any time prior to the date and time which is set forth herein as the deadline for acceptance of proposals, upon written request for same to:

Angelo Faiella, Manager  
Los Angeles County Sheriff's Department  
Contracts Unit, Room 214  
4700 Ramona Boulevard  
Monterey Park, California 91754



- 2.10.2 All proposals shall be firm offers and may not be withdrawn for a period of two hundred seventy (270) calendar days following the proposal due date and time set forth in Bulletin #1, or any addendum amending the proposal due date and time. In the event the County is unable to complete successful negotiations and enter into an Agreement within the two hundred seventy (270) day period, the County may request that all Proposers extend their offers for a period of time thereafter. In that event, any Proposer unwilling to extend its offer may be removed from consideration.
- 2.10.3 If County determines at any time that there are one or more errors (e.g. clerical or arithmetic errors) or missing information in any submitted proposal, County, in its sole discretion, may request in writing that the particular Proposer submit a written correction of the applicable portions of its proposal within a County-specified time period and in compliance with all County instructions as set forth in the request, including instructions regarding content and format. Proposer understands and agrees that any such corrections shall be limited to correcting errors or submitting missing information identified by County, shall comply with all County instructions as set forth in the request, and shall be considered part of the proposal for all purposes including proposal evaluation. If Proposer fails to submit such correction or missing information within the County-specified time period, the proposal shall stand as written.

## **3.0 SELECTION PROCESS AND EVALUATION CRITERIA**

### **3.1 Selection Process**

- 3.1.1 The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate, and select the successful proposal. The selection process will begin with receipt of the proposal by the due date and time indicated in Bulletin #1 or any addendum amending the proposal due date and time.
- 3.1.2 Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation. The Evaluation Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective Contractor.
- 3.1.3 All proposals will be evaluated based on the criteria listed below in this RFP. All proposals will be scored and ranked in numerical sequence from high to low. The Evaluation Committee may decide to invite the top ranked Proposers to make an onsite presentation and/or demonstration and include their evaluation of those events in the overall ratings.
- 3.1.4 After a prospective Contractor has been selected, the County and the prospective Contractor(s) will negotiate an Agreement for submission to the County Board of Supervisors for its consideration and possible approval. If a satisfactory Agreement cannot be negotiated, the County may, at its sole discretion, begin Agreement negotiations with the next qualified Proposer who submitted a proposal, as determined by the County.
- 3.1.5 The Department's recommendation to award an Agreement will not bind the County Board of Supervisors to award an Agreement to the prospective Contractor.
- 3.1.6 The Proposer receiving the highest composite score may be selected as the successful Proposer. However, County may select a Proposer other than the Proposer with the highest composite score if, as determined by County, another proposer is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County and/or offers the most overall qualified and practicable solution to meet the County's needs.

## **3.2 Adherence to Minimum Mandatory Requirements (Pass/Fail)**

- 3.2.1 County shall review Exhibit 1, Proposer's Organization Questionnaire/Affidavit, of Appendix D, Required Forms, of this RFP, references, and other information and supporting documents to determine if the Proposer meets the Minimum Mandatory Requirements as outlined in Paragraph 1.4, Proposer's Minimum Mandatory Requirements, of this RFP.
- 3.2.2 Failure of the Proposer to meet the Minimum Mandatory Requirements may eliminate its proposal from any further consideration.
- 3.2.3 The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

## **3.3 Adherence to Format (Pass/Fail)**

- 3.3.1 A proposal must adhere to the specific format requirements outlined in Section 2.0, Proposal Submission Requirements, of this RFP. Each section must be specifically labeled and in the same order given in Section 2.0, Proposal Submission Requirements, of this RFP.
- 3.3.2 Failure of the Proposer to adhere to the specific format requirements outlined in Section 2.0, Proposal Submission Requirements, of this RFP may eliminate its proposal from any further considerations.
- 3.3.3 The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

## **3.4 Disqualification Review**

- 3.4.1 A proposal may be disqualified from consideration because the Department determined it was non-responsive at any time during the review/evaluation process. If the Department determines that a proposal is disqualified due to non-responsiveness, the Department shall notify the Proposer in writing.
- 3.4.2 Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.
- 3.4.3 A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

- A. The person or entity requesting a Disqualification Review is a Proposer; and
  - B. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
  - C. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.
- 3.4.4 The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

### **3.5 Proposal Evaluation and Criteria**

- 3.5.1 All proposals must be prepared in accordance with the instructions given in this RFP in order to be accepted and qualify for evaluation.
- 3.5.2 Detailed evaluation scoring will only be conducted for those proposals that meet the Minimum Mandatory Requirements as specified in Paragraph 3.2, Adherence to Minimum Mandatory Requirements (Pass/Fail), of this RFP and for those that adhere to the proposal format as specified in Paragraph 3.3, Adherence to Format (Pass/Fail), of this RFP. The County however may elect to waive any informality in a proposal if the sum and substance of the proposal is present.
- 3.5.3 All proposals will be evaluated based on the criteria listed below. All proposals will receive a composite scoring totaling up to one hundred percent (100%) of the maximum allowable points and will be ranked in numerical sequence from high to low.
- 3.5.4 The County, may, in its sole discretion, invite the top qualified Proposers to make an onsite presentation and/or demonstration, details of which will be provided in the invitation.
- 3.5.5 The components of each evaluation area are described below at a general level.

#### **3.5.5.1 Proposer's Qualifications (Section A) (35%)**

- A. Proposer will be evaluated on its experience and capacity as a corporation or other entity to perform the required services based on information provided in Section A.1, Proposer's

Background and Experience, of the proposal.

- B. Proposer will be evaluated on the verification of references provided in Section A.2, Proposer's References, of the proposal. In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to one hundred percent (100%) of the total points awarded in this evaluation category. Additionally, a review of terminated contracts will be conducted which may result in point deductions.
- C. A review will be conducted to determine the significance of any pending litigation, threatened litigation, or judgments against the Proposer as provided in Section A.3, Proposer's Pending Litigation, Threatened Litigation, and Judgments, of the proposal.
- D. A review of Proposer's financial stability and financial capability to perform the required services will be conducted based upon the financial statements provided in Section A.4, Financial Capability, of the proposal.

#### **3.5.5.2 Proposer's Approach to Providing Required Services (Section B) (25%)**

The Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in Section B, Proposer's Approach to Providing Required Services, of the proposal, including but not limited to the proposed sample curriculum and the description of the methods, workflow procedures, time, staffing, and materials to be utilized to meet all requirements set forth in Appendix B, Statement of Work, of this RFP.

#### **3.5.5.3 Quality Control Plan (Section C) (5%)**

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of the Agreement are provided as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all services, including those listed on Exhibit I, Performance Requirements Summary Chart, of Appendix A, Sample Agreement, of this RFP based on the information provided in Section C, Proposer's Quality Control

Plan, of the proposal.

#### **3.5.5.4 Required Forms (Section D)**

A review will be conducted of all required forms listed in Subparagraph 2.8.7, Required Forms, of this RFP and included in Section D, Required Forms, of the proposal.

#### **3.5.5.5 Rates for Services (Section E) (35%)**

A. The maximum number of possible points will be awarded to the lowest cost proposal. All other proposals will be compared to the lowest cost and points awarded accordingly.

B. However, should one or more of the Proposers request and be granted the Local SBE Preference and/or Transitional Job Opportunities Preference, the cost component points will be determined as follows:

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

#### **3.5.5.6 Acceptance of and/or Exception to Terms and Conditions in Sample Agreement and Requirements of Statement of Work (Section F)**

A. Proposer will be evaluated on its willingness to accept the terms and conditions outlined in the Appendix A, Sample Agreement, of this RFP and the Work requirements outlined in Appendix B, Statement of Work, of this RFP as stated in Section F, Acceptance of and/or Exceptions to Terms and Conditions of Statement of Work and Requirements of Statement of Work, of the proposal.

- B. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.
- C. Proposers are further notified that the County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate an Agreement.

#### **3.5.5.7 Proof of Insurability (Section G)**

The proof of insurability provided in Section G of the proposal will be reviewed.

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

#### **3.6.1 Departmental Debriefing Process**

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

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Subparagraph 3.6.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

#### **3.6.2 Proposed Contractor Selection Review**

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

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

the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
  - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
    - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
    - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
    - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
  - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
  - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
  - d. Another basis for review as provided by state or federal law; and
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a review by a County Independent Review (see Paragraph 3.7 below).



### **3.7 County Independent Review Process**

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

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

1. The person or entity requesting review by a County Independent Review is a Proposer;
2. The request for a review by a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 3.6.2 above.

Upon completion of the County Independent Review, the Panel will forward its report to the Department, which will provide a copy to the Proposer.

**APPENDIX A**  
**SAMPLE AGREEMENT**



**AGREEMENT**  
**BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**

[\_\_\_\_\_]

**FOR**  
**LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

**NOTICE TO RFP PROPOSERS**

**THIS DOCUMENT IS A SAMPLE AGREEMENT WHICH INCLUDES MANY OF COUNTY'S CONTRACTING REQUIREMENTS AS OF THE ISSUANCE OF THIS REQUEST FOR PROPOSALS (RFP). COUNTY MAKES NO REPRESENTATION OR WARRANTY THAT ALL OF THE PROVISIONS IN THIS SAMPLE AGREEMENT WILL BE INCLUDED IN ANY RESULTANT AGREEMENT, THAT SUCH PROVISIONS WILL NOT BE MODIFIED IN ANY RESULTANT AGREEMENT, OR THAT OTHER PROVISIONS WILL NOT BE INCLUDED IN ANY RESULTANT AGREEMENT.**

**AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
[ ]  
FOR  
LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

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EXHIBIT A – ADDITIONAL TERMS AND CONDITIONS

EXHIBIT B – STATEMENT OF WORK (Not attached to Sample Agreement; see Appendix B, Statement of Work, of the RFP)

ATTACHMENT 1 – LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
APPLICATION FOR ACCESS TO CUSTODY FACILITIES (Not attached to  
Sample Agreement; see Appendix C, Statement of Work Attachments, of the  
RFP)

ATTACHMENT 2 – POLITICAL ACTIVITY(Not attached to Sample Agreement;  
see Appendix C, Statement of Work Attachments, of the RFP)

ATTACHMENT 3 – SECURITY OF PERSONAL PROPERTY(Not attached to  
Sample Agreement; see Appendix C, Statement of Work Attachments, of the  
RFP)

EXHIBIT C – PRICING SHEET (Not attached to Sample Agreement; see Appendix D,  
Required Forms, Exhibit 14, Pricing Sheet, of the RFP)

EXHIBIT D – CONTRACTOR'S EEO CERTIFICATION

EXHIBIT E1 – CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT

EXHIBIT E2 – CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT

EXHIBIT F – SAFELY SURRENDERED BABY LAW (Not attached to Sample Agreement;  
see Appendix I, Safely Surrendered Baby Law, of the RFP)

EXHIBIT G – JURY SERVICE ORDINANCE (Not attached to Sample Agreement; see  
Appendix H, Jury Service Ordinance, of the RFP)

EXHIBIT H – CONTRACT DISCREPANCY REPORT

EXHIBIT I – PERFORMANCE REQUIREMENTS SUMMARY CHART (Not attached to  
Sample Agreement; see Appendix M, Performance Requirement Summary  
(PRS) Chart, of the RFP)

EXHIBIT J – CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED  
PROPERTY TAX REDUCTION PROGRAM (Not attached to Sample  
Agreement; see Appendix D, Required Forms, Exhibit 12, Certification of

Compliance with the County's Defaulted Property Tax Reduction Program, of the RFP)

EXHIBIT K – CHARITABLE CONTRIBUTIONS CERTIFICATION (Not attached to Sample Agreement; see Appendix D, Required Forms, Exhibit 13, Charitable Contributions Certification, of the RFP)

EXHIBIT L – INVOICE DISCREPANCY REPORT

EXHIBIT M – NON-EMPLOYEE INJURY REPORT

**AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND**

**[ \_\_\_\_\_ ]  
FOR  
LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

This Agreement for Legal Education Services for Female Inmates is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the County of Los Angeles ("County") and [ \_\_\_\_\_ ], a [ \_\_\_\_\_ ], organized under the laws of [ \_\_\_\_\_ ], located at [ \_\_\_\_\_ ] ("Contractor").

**RECITALS**

WHEREAS, County, through the Los Angeles County Sheriff's Department ("Department"), desires to contract with Contractor for legal education services for female inmates; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide the legal education services for female inmates required herein; and

WHEREAS, this Agreement (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 receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

**1.0 AGREEMENT AND INTERPRETATION**

1.1 Agreement. This base document along with Exhibits A through M, attached hereto, and any Attachments attached hereto or thereto, and any fully executed Change Order or Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.2 Interpretation. 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, subtask, deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any Attachments thereto, according to the following priority:

1.2.1 Exhibit A – Additional Terms and Conditions

1.2.2 Exhibit B – Statement of Work

Attachment 1 – Los Angeles County Sheriff's Department  
Application for Access to Custody Facilities

Attachment 2 – Political Activity

Attachment 3 – Security of Personal Property

1.2.3 Exhibit C – Pricing Sheet

1.2.4 Exhibit D – Contractor's EEO Certification

1.2.5 Exhibit E1– Contractor's Employee Acknowledgment and  
Confidentiality Agreement

Exhibit E2 – Contractor's Non-Employee Acknowledgment and  
Confidentiality Agreement

1.2.6 Exhibit F – Safely Surrendered Baby Law

1.2.7 Exhibit G – Jury Service Ordinance

1.2.8 Exhibit H – Contract Discrepancy Report

1.2.9 Exhibit I – Performance Requirements Summary (PRS) Chart

1.2.10 Exhibit J – Certification of Compliance with the County's Defaulted  
Property Tax Reduction Program

1.2.11 Exhibit K – Charitable Contributions Certification

1.2.12 Exhibit L – Invoice Discrepancy Report

1.2.13 Exhibit M – Non-Employee Injury Report

1.3 Additional Terms and Conditions. Without limiting the generality of Section 1.0 (Agreement and Interpretation), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, Attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in

this Agreement with the words “including”, “for example”, “e.g.”, “such as”, “etc.”, or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement. References in this Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

## **2.0 DEFINITIONS**

The following terms and phrases with initial letters capitalized shall have the following specific meaning when used in this Agreement.

- 2.1 “Agreement” has the meaning set forth in Section 1.0 (Agreement and Interpretation).
- 2.2 “Amendment” has the meaning set forth in Section 6.0 (Change Orders and Amendments).
- 2.3 “Board” means the Los Angeles County Board of Supervisors.
- 2.4 “Business Day” means Monday through Friday, excluding County observed holidays.
- 2.5 “Change Order” has the meaning set forth in Section 6.0 (Change Orders and Amendments).
- 2.6 “Contractor” has the meaning set forth in the preamble.
- 2.7 “Contractor Key Personnel” has the meaning set forth in Subparagraph 4.3.2 (Approval of Contractor’s Staff).
- 2.8 “Contractor Project Director” has the meaning set forth in Paragraph 4.1 (Contractor Project Director).
- 2.9 “Contractor Project Manager” has the meaning set forth in Paragraph 4.2 (Contractor Project Manager).
- 2.10 “County” has the meaning set forth in the preamble.
- 2.11 “County Counsel” means County’s Office of the County Counsel.
- 2.12 “County Project Director” has the meaning set forth in Paragraph 3.1 (County Contract Project Director).



- 2.13 “County Project Manager” has the meaning set forth in Paragraph 3.2 (County Contract Project Manager).
- 2.14 “Deliverable” means a service, product, or good to be provided by Contractor to County under this Agreement and more specifically identified in Exhibit B (Statement of Work) and any fully executed Change Order or Amendment.
- 2.15 “Department” has the meaning set forth in the Recitals.
- 2.16 “Dispute Resolution Procedure” has the meaning set forth in Section 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions) of this Agreement.
- 2.17 “Infringement Claims” has the meaning set forth in Section 14.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions) of this Agreement.
- 2.18 “Initial Term” has the meaning set forth in Section 7.0 (Term).
- 2.19 “Invoice Discrepancy Report” or “IDR” has the meaning set forth in Paragraph 10.8 (Invoice Discrepancy Report).
- 2.20 “Jury Service Program” has the meaning set forth in Section 33.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions) of this Agreement.
- 2.21 “Maximum Annual Contract Sum” shall be the total monetary amount that would be payable by County to Contractor in any contract year for providing required Work under this Agreement for the Term of this Agreement, inclusive of all applicable Taxes, and more specifically shall be the not-to-exceed amount set forth in Section 8.0 (Costs and Fees).
- 2.22 “Maximum Contract Sum” shall be the total monetary amount that would be payable by County to Contractor for providing required Work under this Agreement for the Term of this Agreement, inclusive of all applicable Taxes, and more specifically shall be the not-to-exceed amount set forth in Section 8.0 (Costs and Fees).
- 2.23 “Option Term” has the meaning set forth in Section 7.0 (Term).
- 2.24 “Perishable Instructional Materials” means student handouts, instructional aides, paper, document reproduction, markers, pens, pencils, and related perishable supplies used to perform Work required under this Agreement. Perishable Instructional Materials do not include non-perishable items, such as computers, projectors, video, audio or other equipment, equipment costs, equipment rental, and equipment depreciation, for which Contractor must bear all costs.

- 2.25 "Project Status Reports" has the meaning set forth in Paragraph 4.4 (Project Status Reports by Contractor).
- 2.26 "Rate per Session" means the monetary amount payable by County to Contractor for each required legal education training session provided by Contractor under this Agreement, regardless of the number of inmates in each legal education training session, and more specifically means the amount set forth in Section 8.0 (Costs and Fees) and Exhibit C (Pricing Sheet) of this Agreement.
- 2.27 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.
- 2.28 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, together with all Attachments thereto, as the same may be amended by any fully executed Change Order or Amendment.
- 2.29 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.30 "Term" has the meaning set forth in Section 7.0 (Term).
- 2.31 "Work" means any and all tasks, subtasks, Deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Agreement, including Exhibit B (Statement of Work) and all other Exhibits, and any executed fully executed Change Order or Amendment hereto.

### **3.0 ADMINISTRATION OF AGREEMENT – COUNTY**

#### **3.1 County Project Director**

- 3.1.1 "County Project Director" for this Agreement shall be the following person:

Captain Michael Bornman  
Los Angeles County Sheriff's Department  
Twin Towers Correctional Facility  
Education Based Incarceration Bureau  
450 Bauchet Street, Room E888  
Los Angeles, California 90012  
Office: (213) 473-2974  
Facsimile: (323) 415-3550  
[mlbornma@lasd.org](mailto:mlbornma@lasd.org)

- 3.1.2 County shall notify Contractor in writing of any change in the name or address of County Project Director.
- 3.1.3 Except as set forth in Section 6.0 (Change Orders and Amendments) of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.
- 3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

### 3.2 County Project Manager

- 3.2.1 "County Project Manager" for this Agreement shall be the following person:

Sergeant Raymond Harley  
Los Angeles County Sheriff's Department  
Twin Towers Correctional Facility  
Education Based Incarceration Bureau  
450 Bauchet Street, Room E888  
Los Angeles, California 90012  
Office: (213) 473-2986  
Facsimile: (323) 415-4401  
[riharley@lasd.org](mailto:riharley@lasd.org)

Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to Subparagraph 3.2.2 below.

- 3.2.2 County shall notify Contractor in writing of any change in the name or address of County Project Manager.
- 3.2.3 County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor, and further shall have the duties from time to time given to such person by County.
- 3.2.4 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement, nor obligate County in any respect whatsoever.
- 3.2.5 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and

standards, County policy, information requirements, and procedural requirements.

3.2.6 County Project Manager shall issue Contract Performance Discrepancy Reports in accordance with Paragraph 10.5 (Contract Discrepancy Report) of Exhibit B (Statement of Work) of this Agreement. A sample of the Contract Performance Discrepancy Report is attached hereto as Exhibit H (Contract Discrepancy Report) to this Agreement.

3.3 Consolidation of Duties. County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in Paragraph 3.1 (County Project Director), and the duties of County Project Manager, which duties are enumerated in Paragraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) Business Days prior to exercising its rights pursuant to this Paragraph 3.3.

3.4 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

#### **4.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR**

##### **4.1 Contractor Project Director**

4.1.1 "Contractor Project Director" shall be the following person, who shall be a full-time employee of Contractor:

[\_\_\_\_\_]

4.1.2 Contractor shall notify County in writing of any change in the name or address of Contractor Project Director.

4.1.3 Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.

4.1.4 During the Term of this Agreement, Contractor Project Director shall be available to receive telephonic communication from Department, as needed, on a 24-hours-per-day, 7-days-per-week basis.

##### **4.2 Contractor Project Manager**

4.2.1 "Contractor Project Manager" shall be the following person who shall be a full-time employee of Contractor:

[\_\_\_\_\_]

- 4.2.2 Contractor shall notify County in writing of any change in the name or address of the Contractor Project Manager.
- 4.2.3 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement.
- 4.2.4 Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than on a quarterly basis, with County, or as determined by County Project Manager.

#### 4.3 Approval of Contractor's Staff

- 4.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in Subparagraphs 4.1.1 and 4.2.1 above. County Project Director has the right to approve or disapprove any proposed replacement for Contractor Project Director and Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either Contractor Project Director or the Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.
- 4.3.2 During the Term of this Agreement, Contractor shall endeavor to assure continuity of Contractor personnel performing key functions under this Agreement, including program instructors, and non-instructor assistant staff (collectively, and together with Contractor Project Director and/or Contractor Project Manager, "Contractor Key Personnel"). Notwithstanding the foregoing, County Project Director may require removal of any Contractor Key Personnel.
- 4.3.3 In the event Contractor should desire to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) calendar days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and Contractor shall work with County on a mutually agreeable transition plan so as to ensure project continuity.
- 4.3.4 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced.
- 4.3.5 All staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct

contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

#### 4.4 Project Status Reports by Contractor

In order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor Project Manager shall provide County Project Director and County Project Manager with written reports ("Project Status Reports") which contain the information required in Paragraph 3.8 (Quarterly Meetings) of Exhibit B (Statement of Work), and such other information as County Project Director or County Project Manager may from time to time reasonably request.

### 5.0 WORK

- 5.1 Contractor shall fully and timely perform all Work under this Agreement, including pursuant to a fully executed Change Order or Amendment, in accordance with the terms and conditions of this Agreement.
- 5.2 Contractor acknowledges that, subject to this Section 5.0 (Work), all Work performed under this Agreement, including pursuant to a fully executed Change Order or Amendment, is payable in arrears on a monthly basis in accordance with the terms and conditions of this Agreement, including this Section 5.0 (Work), Section 8.0 (Costs and Fees), and Section 10.0 (Invoices and Payments) of this Agreement.
- 5.3 If Contractor provides any tasks, deliverables, goods, services, or other Work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.
- 5.4 Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Agreement.

### 6.0 CHANGE ORDERS AND AMENDMENTS

- 6.1 No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Section 6.0 (Change Orders and Amendments).
- 6.2 County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:
  - 6.2.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition

included under this Agreement, a Change Order to this Agreement shall be executed by both County Project Director and Contractor Project Director, with the review of County Counsel.

- 6.2.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be executed by Sheriff and Contractor.
- 6.2.3 For any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, an Amendment to this Agreement shall be executed by the Board and Contractor.
- 6.2.4 Notwithstanding Subparagraph 6.2.3 above, for (1) any Option Term extension of the Agreement term beyond the Initial Term, as defined in Paragraph 7.2 below, and (2) any assignment of rights or delegation of duties pursuant to Section 40.0 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions), an Amendment to this Agreement shall be executed by Sheriff and Contractor.

## **7.0 TERM**

- 7.1 The Term of this Agreement shall commence upon the date of execution of the Agreement by the County Board of Supervisors and shall continue for a period of three (3) years, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term").
- 7.2 The County has the option, at the County's sole discretion, to extend the term of this Agreement beyond the Initial Term for up to two (2) additional one (1) year periods (each an "Option Term"). Each such extension shall be in the form of an Amendment executed by Sheriff and Contractor pursuant to Subparagraph 6.2.4 above. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be.
- 7.3 County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Option Term.
- 7.4 Contractor shall notify County Project Director when this Agreement is within six (6) months from the expiration of the Initial Term, or any Option Term, as the case may be. Upon occurrence of this event, Contractor shall send written notification to County Project Director at the address herein provided in Subparagraph 3.1.1 (County Project Director) of this Agreement.

## **8.0 COSTS AND FEES**

- 8.1 The "Maximum Annual Contract Sum" of this Agreement shall in no event, expressly or by implication, exceed \_\_\_\_\_.
- 8.2 The "Maximum Contract Sum" of this Agreement shall in no event, expressly or by implication, exceed \_\_\_\_\_.
- 8.3 The "Rate Per Session" hereunder shall in no event, expressly or by implication, and regardless of the number of inmates in any legal education training session, exceed the amount set forth on Exhibit C (Pricing Sheet) of this Agreement.
- 8.4 County shall reimburse Contractor for the actual cost of all preapproved "Perishable Instructional Materials" in an amount not to exceed, expressly or by implication, the maximum amount per legal education training session set forth on Exhibit C (Pricing Sheet) of this Agreement.
  - 8.4.1 The cost of all Perishable Instructional Materials must be reviewed and approved by County Project Manager prior to disbursement to inmates in order to be eligible for reimbursement by County under this Agreement.
  - 8.4.2 Requests for reimbursement for preapproved Perishable Instructional Materials shall be itemized on each monthly invoice when appropriate in accordance with Section 10.0 (Invoices and Payments) of this Agreement.
- 8.5 The costs and fees set forth on Exhibit C (Pricing Sheet) of this Agreement are firm and fixed for the Term of this Agreement. County shall have no obligation for payment, and Contractor shall have no right to payment or reimbursement, other than as set forth in Exhibit C (Pricing Sheet) of this Agreement.
- 8.6 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum of this Agreement. Upon occurrence of this event, Contractor shall send written notification to County Project Director and County Project Manager at the addresses set forth in Section 3.0 (Administration of Agreement-County) of this Agreement.
- 8.7 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.



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

## **9.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS**

- 9.1 Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year.
- 9.2 In the event that funds are not appropriated for this Agreement during the Term of this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Section 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions) of this Agreement. County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

## **10.0 INVOICES AND PAYMENTS**

- 10.1 Contractor shall invoice County only for providing the tasks, Deliverables, goods, services, and other work specified in Exhibit B (Statement of Work) of this Agreement and elsewhere hereunder.
- 10.2 Contractor shall invoice County monthly in arrears for services provided hereunder in accordance with and at the rates set forth in Exhibit C (Pricing Sheet) of this Agreement.
- 10.3 Each invoice submitted by Contractor shall (1) identify and describe the tasks, subtasks, Deliverables, goods, services, or other Work as described in Exhibit B (Statement of Work) of this Agreement for which payment is claimed, and (2) the appropriate rates and costs claimed for such tasks, subtasks, Deliverables, goods, services, or other Work consistent with and in accordance with Exhibit C (Pricing Sheet) of this Agreement. Invoices shall include at a minimum the following:
- 10.3.1 Agreement number
  - 10.3.2 Contractor name and address
  - 10.3.3 Date of monthly billing period
  - 10.3.4 Number of legal education training sessions

- 10.3.5 Dates of legal education training session
  - 10.3.6 Rate per Session
  - 10.3.7 Itemization of preapproved Perishable Instructional Materials claimed
  - 10.3.8 Total amount of reimbursement claimed for preapproved Perishable Instructional Materials
  - 10.3.9 Total amount due
- 10.4 Contractor shall maintain, and shall make available to County Project Director immediately upon request, all documentation to support Contractor's claim for payment. Documentation shall include, but shall be not limited to, the following:
- 10.4.1 Curriculum for each legal education training session
  - 10.4.2 Number of inmates having completed each legal education training session
  - 10.4.3 Legal education training session sign-in sheets
  - 10.4.4 Name(s) of program instructors(s) who conducted each legal education training session
  - 10.4.5 Name(s) of non-instructional staff who assisted in each legal education training session
  - 10.4.6 Payroll records, including timesheets and paystubs
  - 10.4.7 Receipts for purchase of Perishable Instructional Materials provided at each legal education training session
- 10.5 Contractor shall on a monthly basis, by the tenth (10<sup>th</sup>) calendar day of the month following the month in which services were provided, submit an original and one (1) copy of each invoice addressed as shown below:

ORIGINAL INVOICE TO:

Los Angeles County Sheriff's Department  
Education Based Incarceration Bureau  
Twin Towers Correctional Facility  
450 Bauchet Street, Room E888  
Los Angeles, California 90012  
Attention: County Project Manager

COPY OF INVOICE TO:

Los Angeles County Sheriff's Department  
Fiscal Administration  
Special Funds Accounting Unit  
4700 Ramona Boulevard, Room 336  
Monterey Park, California 91754

- 10.6 All invoices submitted by Contractor for payment must have the written approval of County Project Director, as evidenced by County Project Director's

countersignature, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

- 10.7 Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County, with the exception of preapproved Perishable Instructional Materials. Accordingly, Contractor's invoices shall not include out-of-pocket expenses, with the exception of preapproved Perishable Instructional Materials.
- 10.8 Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.
- 10.9 County Project Manager or designee shall review all invoices for any discrepancies and issue an "Invoice Discrepancy Report," attached hereto as Exhibit L, Invoice Discrepancy Report, of this Agreement to Contractor within ten (10) Business Days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to County Project Manager a written explanation detailing the basis for the charges within ten (10) Business Days of receipt of the Invoice Discrepancy from County Project Manager. If County Project Manager does not receive a written response from Contractor within ten (10) Business Days of County's provision to Contractor of the Invoice Discrepancy Report, then County payment will be made, less the disputed charges.
- 10.10 In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

#### **11.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractor to complete Exhibit K (Charitable Contributions Certification) of this Agreement, County seeks to ensure that all County Contractors which receive or raise 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)

#### **12.0 LIQUIDATED DAMAGES**

- 12.1 If, in the judgment of the County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County Project Director, at his 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. Information regarding 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 in a written notice describing the reasons for said action.

12.2 If the County Project Director determines that there are deficiencies in the performance of this Agreement that are over a certain time span, County Project Director will provide a written notice to Contractor to correct the deficiencies within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the County Project Director may:

12.2.1 Deduct from Contractor's payment, pro rata, those applicable portions;  
or

12.2.2 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 one-hundred dollars (\$100) per day per infraction, or as specified in Exhibit I (Performance Requirements Summary (PRS) Chart), and that Contractor shall be liable to County for liquidated damages in the said amount. Said amount shall be deducted from County's payment to Contractor; and/or

12.2.3 Upon giving five (5) Business 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.

12.3 The action noted in Paragraph 12.2 above shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

12.4 This Section 12, Liquidated Damages, shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as specified in Exhibit I (Performance Requirements Summary (PRS) Chart) or Paragraph 12.2 above, and shall not, in any manner, restrict or limit County's right to terminate the Agreement as agreed to herein.

### **13.0 OWNERSHIP OF MATERIALS, SOFTWARE, AND COPYRIGHT**

13.1 County shall be the sole owner of all right, title, and interest, including copyright, in and to all software, plans, diagrams, facilities, documents, data, curriculum, program materials, handouts, audio and visual aids, assessment and evaluation

tools, instructional aides, and other tools (hereafter “materials”) which are originated, developed, or created through Contractor’s work pursuant to this Agreement. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Contractor’s right, title, and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor’s work under this Agreement.

- 13.2 During the Term of this Agreement and for five (5) years thereafter, Contractor shall maintain and provide security for all of Contractor’s working papers prepared under this Agreement. County shall have the right to inspect, copy, and use at any time during and subsequent to the Term of this Agreement, any and all such working papers and all information contained therein.
- 13.3 Any and all materials, software, and tools which are developed or were originally acquired by the Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County Project Manager as proprietary marked by Contractor as “Proprietary” or “Confidential” on each appropriate page of any document containing such material.
- 13.4 County will use reasonable means to ensure that Contractor’s proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 13.5 Notwithstanding any other provision of this Agreement, County will not be obligated to Contractor in any way under the above Paragraph 13.4 above for any of Contractor’s proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by the above Paragraph 13.3 or for any disclosure which County is required to make under any state or federal law or order of court.
- 13.6 All the rights and obligations of this Section 13.0 (Ownership of Materials, Software, and Copyright) shall survive the expiration or termination of this Agreement.

#### **14.0 NOTICES**

- 14.1 All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight

commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) Business Days after deposit in the United States mail as set forth above, on the date of facsimile transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) Business Days prior notice in accordance with the procedures set forth above, to the other party.

14.2 Notices to County shall be provided as follows:

- (1) Los Angeles County Sheriff's Department  
Twin Towers Correctional Facility  
Education Based Incarceration Bureau  
Attention: County Project Director  
450 Bauchet Street, Room E888  
Los Angeles, California 90012  
Facsimile: (213) 613-4781

With a copy to:

- (2) Los Angeles County Sheriff's Department  
Contracts Unit  
Attention: Assistant Director  
4700 Ramona Boulevard, Room 214  
Monterey Park, California 91754-2169  
Facsimile: (323) 415-6874

14.3 Notices to Contractor shall be provided as follows:

Contractor: [\_\_\_\_\_] ]  
Attention: [\_\_\_\_\_] ]  
Facsimile: [\_\_\_\_\_] ]

14.4 The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

**15.0 ARM'S LENGTH NEGOTIATIONS**

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

## **16.0 SURVIVAL**

The following Sections of this Agreement shall survive its expiration or termination for any reason: Section 1.0 (Agreement and Interpretation), Section 2.0 (Definitions), Section 8.0 (Costs and Fees), Section 10.0 (Invoices and Payments), Section 13.0 (Ownership of Materials, Software and Copyright), Section 14.0 (Notices), Section 15.0 (Arms Length Negotiations), Section 16.0 (Survival), and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions) of this Agreement.

**AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND**

**[ \_\_\_\_\_ ]**

**FOR  
LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Agreement to be duly executed on its behalf by its authorized officer.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:  
SACHI A. HAMAI  
Executive Officer  
Los Angeles County  
Board of Supervisors

By \_\_\_\_\_  
Deputy

**CONTRACTOR**

By \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM:  
JOHN F. KRATTLI  
County Counsel

By \_\_\_\_\_  
Senior Deputy County Counsel



## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS**

#### **LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

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## EXHIBIT A

### ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) shall have the meanings given to such terms in the Section 2.0 (Definitions) of the Agreement.

#### **1.0 SUBCONTRACTING**

##### **1.1 General**

County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Section 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Section 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

##### **1.2 Procedure for Subcontracting**

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

- 1.2.1 Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.
- 1.2.2 The identity of such subcontractor and why such subcontractor was selected.
- 1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.
- 1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:
  - i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party

may be changed or amended, as applicable, only with the prior written approval of the County Project Director, which approval shall not be unreasonably withheld; and

- ii. Any other information and/or certifications reasonably requested by County.

The County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

- 1.2.5 Contractor shall obtain an executed Contractor Non-Employee Acknowledgement and Confidentiality (see Exhibit E2, (Contractor's Non-Employee Acknowledgement and Confidentiality Agreement)) for each of subcontractor's employees performing Work under the subcontract. Such agreements shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

### 1.3 Contractor Responsibilities

- 1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities to County.
- 1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.
- 1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the Agreement and any fully executed Change Order or Amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

- 1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

## **2.0 DISPUTE RESOLUTION PROCEDURE**

### **2.1 General**

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Section 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

### **2.2 Continued Work**

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

### **2.3 Dispute Resolution Procedures**

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:



- 2.3.1 Contractor and County shall first submit the matter to the Contractor Project Director and County Project Manager for the purpose of endeavoring to resolve such dispute.
- 2.3.2 If the Contractor Project Director and County Project Manager are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the County Project Director for further consideration and discussion with Contractor Project Director to attempt to resolve the dispute.
- 2.3.3 If the Contractor Project Director and County Project Director are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have five (5) Business Days to attempt to resolve the dispute.
- 2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

#### 2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Paragraph 2.3 (Dispute Resolution Procedures), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

#### 2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), or Section 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision under this Agreement, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

### **3.0 CONFIDENTIALITY**

#### **3.1 General**

- 3.1.1 Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, 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.
- 3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section 3.0 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 3.0 (Confidentiality) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, subcontractors and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgement and Confidentiality Agreement (Exhibit E1 to the Agreement) for each of its employees performing Work under the Agreement and an executed Contractor's Non-Employee Acknowledgement and Confidentiality Agreement (Exhibit E2 to the Agreement) for each non-employee performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any

person, or entity to which Contractor discloses such confidential information.

### 3.2 Disclosure of Information

- 3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.
- 3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

### 3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

- 3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;

- 3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- 3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Section 25.0 (Re-solicitation of Bids, Proposals, or Information).

#### 3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

- 3.4.1 Contractor shall develop all publicity material in a professional manner.
- 3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.
- 3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Paragraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.
- 3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

#### 3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Section 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Section 3.0 (Confidentiality).

### 4.0 TERMINATION FOR INSOLVENCY

- 4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:

- 4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) calendar 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 United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;
  - 4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) calendar days) regarding Contractor under the United States Bankruptcy Code;
  - 4.1.3 The appointment of a receiver or trustee for Contractor; or
  - 4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.
- 4.2 The rights and remedies of County provided in this Section 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.
- 4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

## **5.0 TERMINATION FOR DEFAULT**

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

- 5.2 In the event that County terminates this Agreement in whole or in part as provided in Paragraph 5.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph.
- 5.3 If, after County has given notice of termination under the provisions of this Section 5.0 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this Section 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 6.0 (Termination for Convenience).
- 5.4 The rights and remedies of County provided in this Section 5.0 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **6.0 TERMINATION FOR CONVENIENCE**

### **6.1 Termination for Convenience**

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination 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 thirty (30) calendar days after notice.

### **6.2 No Prejudice; Sole Remedy**

Nothing in this Section 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.2 (No Prejudice; Sole Remedy) shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Section 6.0 (Termination for Convenience) by County.

## **7.0 TERMINATION FOR IMPROPER CONSIDERATION**

- 7.1 County may, upon written notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement 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 the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

- 7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 7.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **8.0 INTENTIONALLY DELETED**

## **9.0 EFFECT OF TERMINATION**

### **9.1 Remedies**

In the event that County terminates the Agreement in whole or in part as provided in Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), Section 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, then:

- 9.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;
- 9.1.2 Unless County has terminated the Agreement pursuant to Section 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;
- 9.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;

9.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Section 12.0 (Liquidated Damages), of the body of the Agreement, to the extent applicable; and

9.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

## 9.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor so that there shall be no interruption of County's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Section 6.0 (Termination for Convenience) of this Exhibit or Paragraph 5.2 (Deemed Termination for Convenience) of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C (Pricing Sheet) of the Agreement, and the agreed upon maximum amount in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Paragraph 9.2 (Transition Services), Contractor shall provide to the County Project Director, upon request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

## 9.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Section 9.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

## **10.0 WARRANTY AGAINST CONTINGENT FEES**

10.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement 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.

10.2 For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or



consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **11.0 AUTHORIZATION WARRANTY**

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

#### **12.0 FURTHER WARRANTIES**

In addition to the warranties elsewhere in this Agreement, Contractor represents, warrants and further covenants and agrees to the following:

- 12.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part of any goods acquired from Contractor, as applicable, until acceptance by the County.
- 12.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.
- 12.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in this Agreement, including Exhibit B (Statement of Work).
- 12.4 All Work shall be performed in a timely and professional manner by qualified personnel.
- 12.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

#### **13.0 INDEMNIFICATION AND INSURANCE**

##### **13.1 Indemnification**

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents 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 the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

### **13.2 General Provisions for All Insurance Coverage**

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 13.2 (General Provisions for All Insurance Coverage) and 13.3 (Insurance Coverage) of this Agreement. 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 Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

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

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to 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.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. 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 (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by

Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Los Angeles County Sheriff's Department  
Contracts Unit  
4700 Ramona Boulevard, Room 214  
Monterey Park, California 91754  
Attention: Contract Compliance Manager

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

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

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

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

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) calendar days in advance of cancellation for non-payment of premium and thirty (30) calendar 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 Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

#### **13.2.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the 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.

#### **13.2.5 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 County.

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

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

#### **13.2.7 Waivers of Subrogation**

To the fullest extent permitted by law, the 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 Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **13.2.8 Subcontractor Insurance Coverage Requirements**

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each

subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

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

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

#### **13.2.10 Claims Made Coverage**

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

#### **13.2.11 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.

#### **13.2.12 Separation of Insureds**

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

#### **13.2.13 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 shall be designated as an Additional Covered Party under any approved program.

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

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

### 13.3 Insurance Coverage

- 13.3.1 **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

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

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

#### 13.3.4 **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Agreement, 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.

## **14.0 INTELLECTUAL PROPERTY INDEMNIFICATION**

- 14.1 Indemnification Obligation.** Contractor shall indemnify, hold harmless and defend County, its agents, officers, and employees from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder or the operation and utilization of Contractor's Work under this Agreement (collectively in this Section 14.0 [Intellectual Property Indemnification] "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Section 14.0 (Intellectual Property Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which approval shall not be unreasonably withheld). Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses.
- 14.2 Procedures.** County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under this Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, with another software or product of services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.
- 14.3 Remedial Acts.** If Contractor fails to complete the remedial measures in Paragraph 14.2 above within forty-five (45) calendar days of the date of the written notice from County or County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, County shall have the right to take such remedial acts as County determines to be reasonable to mitigate any impairment of its use of the software or other tasks, deliverables, goods, services or other work licensed or

acquired hereunder, or part(s) or component(s) thereof, or damages or other costs or expenses (in this Paragraph 14.3, "County's Remedial Acts"). Contractor shall indemnify County under Paragraph 13.1 (Indemnification) for all amounts paid and all direct and indirect costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts within ten (10) calendar days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under this Agreement up to the total of the amounts paid in connection with County's Remedial Acts.

## **15.0 BUDGET REDUCTIONS**

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

## **16.0 FORCE MAJEURE**

- 16.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, 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").
- 16.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 16.3 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.

## **17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- 17.1 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 Agreement. It is the County's policy to conduct business only with responsible Contractors.
- 17.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, 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 will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.
- 17.3 County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including this Agreement, with County or a nonprofit corporation created by County, (b) 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, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.
- 17.4 If there is evidence that Contractor may be subject to debarment, the Sheriff's 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.
- 17.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 17.6 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. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 17.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- 17.8 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 (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.
- 17.9 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. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 17.10 These terms shall also apply to subcontractors of County Contractors.

## **18.0 COMPLIANCE WITH APPLICABLE LAW**

- 18.1 In the performance of this Agreement, Contractor's shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
- 18.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 18.0 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **19.0 FAIR LABOR STANDARDS**

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act, for Work performed by Contractor's employees for which County may be found jointly or solely liable.

## **20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES**

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification, attached hereto as Exhibit D, Contractor's EEO Certification.
- 20.2 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, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include: 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.
- 20.3 Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.
- 20.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:
- 20.4.1 Title VII, Civil Rights Act of 1964;
- 20.4.2 Section 504, Rehabilitation Act of 1973;
- 20.4.3 Age Discrimination Act of 1975;
- 20.4.4 Title IX, Education Amendments of 1973, as applicable;
- 20.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;
- 20.4.6 Fair Employment and Housing Act (California Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.)
- 20.5 Contractor certifies and agrees that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.
- 20.6 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 20.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful

invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Section 20.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Paragraph 20.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

- 20.7 The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its 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 the Agreement.

## **21.0 NONDISCRIMINATION IN SERVICES**

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Section 21.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

## **22.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 22.1 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 the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be

hereafter amended. Contractor shall retain all such documentation for the period prescribed by law.

- 22.2 Contractor shall indemnify, defend, and hold harmless County, its agents, officers, and employees pursuant to Paragraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County 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 hereunder.

### **23.0 HIRING OF EMPLOYEES**

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager, Program Director, or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Section 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Section 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

### **24.0 CONFLICT OF INTEREST**

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

immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section 24.0 (Conflict of Interest) shall be a material breach of this Agreement.

## **25.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION**

25.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

25.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

## **26.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE**

Contractor, and each County Lobbyist or County Lobbying Firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying Firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

## **27.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (in this Section, "GAIN") or General Relief Opportunity for Work (in this Section, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

## **28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE**

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

## **29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST**

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

## **30.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

- 30.1 Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L. A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.
- 30.2 The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

## **31.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

- 31.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County 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.
- 31.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the



Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

- 31.3 Failure of Contractor to maintain compliance with the requirements set forth in this Section 31.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Section 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

## **32.0 RECYCLED CONTENT PAPER**

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

## **33.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

### **33.1 Jury Service Program**

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

### **33.2 Written Employee Jury Service Policy.**

- 33.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with

Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

- 33.2.2 For purposes of this Section 33.0 (Compliance with Jury Service Program), "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 forty (40) hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) 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 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Section 33.0 (Compliance with Jury Service Program). The provisions of this Section 33.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 33.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term 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" or that Contractor continues to qualify for an exception to the Jury Service Program.
- 33.2.4 Contractor's violation of this Section 33.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

#### **34.0 BACKGROUND AND SECURITY INVESTIGATIONS**

- 34.1 At any time prior to or during the Term of this Agreement, all Contractor staff and agents of Contractor (collectively herein "Contractor's staff") performing services under this Agreement shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 34.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under this Agreement at any time during the Term of this Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through County's background investigation.
- 34.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 34.4 Disqualification of any member of Contractor's staff pursuant to this Section 34.0 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.

#### **35.0 ACCESS TO COUNTY FACILITIES**

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to and approval by the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall comply with the specific requirements for access to County custody facilities as set forth in Exhibit B (Statement of Work). Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall comply with all County requirements, specifically those set forth in Exhibit B (Statement of Work) related to County custody facilities.

#### **36.0 COUNTY FACILITY OFFICE SPACE**

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable

telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

### **37.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS**

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

37.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

### **38.0 PHYSICAL ALTERATIONS**

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County Project Director, and County's Director of Internal Services Department, in their discretion.

### **39.0 FEDERAL EARNED INCOME TAX CREDIT**

Contractor shall notify its employees and shall require each subcontractor to notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015. Copies of the Notice can be obtained by calling 1-800-829-3676 or from the IRS website at [www.irs.gov](http://www.irs.gov).

### **40.0 ASSIGNMENT BY CONTRACTOR**

40.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 40.1, County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of County with the written concurrence of County Counsel. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's discretion, against claims which Contractor may have against County.

- 40.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Paragraph 40.1 of this Exhibit.
- 40.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

#### **41.0 INDEPENDENT CONTRACTOR STATUS**

- 41.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 41.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 41.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall 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 Agreement.
- 41.4 Contractor shall adhere to the provisions stated in Section 3.0 (Confidentiality).

## **42.0 RECORDS AND AUDITS**

- 42.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Section 42.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure contract shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of this Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.
- 42.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, or by an auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller and the County Project Director within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under the Agreement.
- 42.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) calendar days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting

documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) calendar days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) calendar day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

- 42.4 Failure on the part of Contractor to comply with any of the provisions of this Section 42.0 (Records and Audits) shall constitute a material breach upon which County may terminate or suspend this Agreement.

#### **43.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES**

Contractor shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Contracts Manager, Sheriff's Department Contracts Unit, 4700 Ramona Boulevard, Room 214, Monterey Park, CA 91754.

#### **44.0 NO THIRD PARTY BENEFICIARIES**

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Section 44.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

#### **45.0 MOST FAVORED PUBLIC ENTITY**

If Contractor's prices decline, or should Contractor, at any time during the Term of this Agreement, provide the same goods and/or substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

#### **46.0 COUNTY'S QUALITY ASSURANCE PLAN**

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and conditions and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Performance Requirements Summary (PRS).

#### **47.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

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

#### **48.0 INTENTIONALLY DELETED**

#### **49.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT**

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



## **50.0 SAFELY SURRENDERED BABY LAW**

### **50.1 Notice to Employees**

Contractor shall notify and provide to its employees, and shall require each subcontractor performing Work under this Agreement to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F (Safely Surrendered Baby Law) of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

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

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

## **51.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Contractor and County agree that, during the Term of this Agreement and for a period of one (1) 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.

## **52.0 PUBLIC RECORDS ACT**

52.1 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 Section 42.0 (Records and Audits) of this Exhibit, 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 Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "Trade Secret," "Confidential," or "Proprietary." County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law or by an order issued by a court of competent jurisdiction.

- 52.2 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.

### **53.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 53.1 This Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 53.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 53.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 53.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
  3. Be subjected to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

#### **54.0 WAIVER**

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

#### **55.0 GOVERNING LAW, JURISDICTION, AND VENUE**

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

#### **56.0 SEVERABILITY**

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

#### **57.0 RIGHTS AND REMEDIES**

The rights and remedies of County provided in any given Section, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

#### **58.0 NON EXCLUSIVITY**

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

## **59.0 FACSIMILE**

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

60.1 This Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

60.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

60.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

60.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between the contract amount and what County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract;
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

**61.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM**

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

**62.0 TERMINATION FOR NON APPROPRIATION OF FUNDS**

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

**63.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

63.1 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.

63.2 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 Agreement will maintain compliance with Los Angeles County Code Chapter 2.206. Contractor's Certification of Compliance with the County's Defaulted Property Tax Reduction Program is attached to the Agreement as Exhibit J.

**64.0 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 Section 63.0 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be

grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

#### **65.0 NOTICE OF DELAYS**

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

#### **66.0 COMPLAINTS**

Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints by female inmate participants.

- 66.1 Within thirty (30) Business Days after the effective date of this Agreement, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to female inmate participant complaints.
- 66.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 66.3 If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) Business Days for County approval.
- 66.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
- 66.5 Contractor shall preliminarily investigate all complaints and notify the County Project Manager of the status of the investigation within five (5) Business Days of receiving the complaint.
- 66.6 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.
- 66.7 Copies of all written responses to female inmate participant complaints shall be sent to the County Project Manager within three (3) Business Days of the provision of the written response to the complainant.

\* \* \* \* \*

## **EXHIBIT B**

### **STATEMENT OF WORK**

#### **LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

(NOT ATTACHED – REFER TO APPENDIX B, STATEMENT OF  
WORK, OF THE RFP.)

## **EXHIBIT C**

### **PRICING SHEET**

#### **LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

(NOT ATTACHED – REFER TO APPENDIX D, REQUIRED  
FORMS, EXHIBIT 14, PRICING SHEET, OF THE RFP. )



## **EXHIBIT D**

### **CONTRACTOR'S EEO CERTIFICATION**

#### **LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

## CONTRACTOR'S EEO CERTIFICATION

Contractor Name: \_\_\_\_\_

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

Internal Revenue Service Employer Identification Number: \_\_\_\_\_

### GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the Contractor, supplier, or vendor 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.

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☐ No ☐
2. Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☐ No ☐
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☐ No ☐
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. Yes ☐ No ☐

Authorized Official's Printed Name and Title: \_\_\_\_\_

Authorized Official's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **EXHIBIT E1**

### **CONTRACTOR EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

#### **LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

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

\_\_\_\_\_  
CONTRACTOR NAME

Contract No. \_\_\_\_\_

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

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGMENT:**

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 and criminal 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.

Initials of Signer \_\_\_\_\_

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

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

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 all data and information pertaining to persons and/or entities receiving services from the County, 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

#### COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

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

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

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

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

## **EXHIBIT E2**

### **CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

#### **LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT , CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

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

\_\_\_\_\_  
CONTRACTOR NAME

Contract No. \_\_\_\_\_

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

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGMENT:**

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, and criminal 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.

Initials of Signer \_\_\_\_\_

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

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

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 information pertaining to persons and/or entities receiving services from the County, 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.

#### COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of

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.

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

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

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

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



## **EXHIBIT F**

### **SAFELY SURRENDERED BABY LAW**

### **LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

(NOT ATTACHED - REFER TO APPENDIX I, SAFELY  
SURRENDERED BABY LAW, OF THE RFP.)

## **EXHIBIT G**

### **JURY SERVICE ORDINANCE**

#### **LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

(NOT ATTACHED – REFER TO APPENDIX H, JURY SERVICE  
ORDINANCE, OF THE RFP.)

## **EXHIBIT H**

### **CONTRACT DISCREPANCY REPORT**

#### **LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

## CONTRACT DISCREPANCY REPORT

**TO:**

**FROM:**

**DATES:**      **Prepared by County:** \_\_\_\_\_ **Received by Contractor:** \_\_\_\_\_  
                 **Returned by Contractor:** \_\_\_\_\_ **Action Completed:** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

## **EXHIBIT I**

### **PERFORMANCE REQUIREMENTS SUMMARY CHART**

#### **LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

(Not attached. Refer to Appendix M, Performance Requirements Summary Chart, of the RFP.)

## **EXHIBIT J**

### **DEFAULTED PROPERTY TAX REDUCTION PROGRAM ORDINANCE**

### **LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

(NOT ATTACHED – REFER TO APPENDIX K, DEFAULTED  
PROPERTY TAX REDUCTION PROGRAM, OF THE RFP.)

## **EXHIBIT K**

### **CHARITABLE CONTRIBUTIONS CERTIFICATION**

### **LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

(NOT ATTACHED – REFER TO APPENDIX D, REQUIRED  
FORMS, EXHIBIT 13, CHARITABLE CONTRIBUTIONS  
CERTIFICATION, OF THE RFP.)

**EXHIBIT L**

**INVOICE DISCREPANCY  
REPORT**

**LEGAL EDUCATION SERVICES  
FOR FEMALE INMATES**



# INVOICE DISCREPANCY REPORT

1. **INVOICE DISCREPANCY** to be completed by County Project Director

Today's Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date of Subject Invoice: \_\_\_\_\_

Description of Issues with Subject Invoice:

---

---

---

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
County Project Manager (CPM)

2. **REVIEWED:**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
County Project Director (CPD)

3. **CONTRACTOR RESPONSE** (to be completed by Contractor Project Director)

Date received from CPD: \_\_\_\_\_

Explanation regarding Issues with Subject Invoice: \_\_\_\_\_

---

---

Corrective Action Taken: \_\_\_\_\_

---

---

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor Project Director

4. **COUNTY EVALUATION** of Contractor's Response and Action taken.

---

---

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5. **Approved by COUNTY:**

\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_

6. **Contractor Notified on** \_\_\_\_\_ **Date:** \_\_\_\_\_

**INSTRUCTIONS**

CPM : Forward IDR to the Contractor for investigation and response.

Contractor: Must respond to CPD in writing within ten (10) days of receipt of IDR.

Copy LASD [Master Contract File]

## **EXHIBIT M**

### **COUNTY OF LOS ANGELES NON-EMPLOYEE INJURY REPORT**

#### **LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

**COUNTY OF LOS ANGELES  
NON-EMPLOYEE INJURY REPORT**

Dept Name: \_\_\_\_\_ Dept. #: \_\_\_\_\_

DIV. or Facility: \_\_\_\_\_

SECTION: \_\_\_\_\_

IRMIS Code #: \_\_\_\_\_

Prepared for County Counsel in defense of the County, Special Districts and employees.

**INSTRUCTIONS:**

1. All incidents involving injury to non-employees, however minor, while on County property (owned or leased) must be reported by the Guard, Sheriff's Office or Department in proximity to incident, as follows:

Two copies to: CARL WARREN & CO., P.O. Box 116, Glendale, CA 91209-0116

**FATALITIES OR SERIOUS INJURIES MUST BE REPORTED IMMEDIATELY BY PHONE TO CARL WARREN & CO. (818) 247-2206**

**INJURED NON-EMPLOYEE:**

1. Name \_\_\_\_\_  
(Last Name) (First Name) (Middle Name)

2. Address \_\_\_\_\_

2B. Telephone: ( ) \_\_\_\_\_ 3. Age \_\_\_\_\_ 4. Sex: \_\_\_\_Male \_\_\_\_Female If minor, give name of parent or guardian \_\_\_\_\_

**TIME AND PLACE:**

5. Place of occurrence \_\_\_\_\_  
(Name of County Facility, Bldg., Street, Number) (City or Town)

6. Location in building \_\_\_\_\_  
(In detail: Bldg., Floor, Room No.)

7. Date of occurrence \_\_\_\_\_ Hour \_\_\_\_\_ AM/PM. 8. Weather \_\_\_\_\_ Clear \_\_\_\_\_ Rain

POLICE REPORT ☐ Yes ☐ No POLICE AGENCY REPORTING \_\_\_\_\_ STATION \_\_\_\_\_ DEPT. #: \_\_\_\_\_

**DESCRIPTION OF INCIDENT:**

9. What was non-employee doing? \_\_\_\_\_

10. What happened? (Describe fully, stating whether injured person fell, was struck, etc.) Give all factors contributing to injury: \_\_\_\_\_

(If necessary, continue on separate sheet)

11. Condition of floor, sidewalk, steps or other physical property or equipment involved: \_\_\_\_\_

12. Was there any defect or foreign substance or object involved? If so, describe: \_\_\_\_\_

13. If slip and fall: Person's shoes \_\_\_\_\_ heels \_\_\_\_\_ caps \_\_\_\_\_  
(Type) (Type) (Type)

**NATURE OF INJURY AND PART OF BODY AFFECTED:**

14. Be specific! State which part of body injured; whether right or left, etc. If exact nature of injury is undetermined, give opinion: \_\_\_\_\_

SH-A-668

**TREATMENT GIVEN:**

15. Was treatment given to the injured person by County personnel? \_\_\_\_\_ By whom? \_\_\_\_\_

Type of Treatment: \_\_\_\_\_

16. Was ambulance called? \_\_\_\_\_ Which company? \_\_\_\_\_ By whom? \_\_\_\_\_

17. Taken to hospital? \_\_\_\_\_ Which? \_\_\_\_\_

**STATEMENTS BY INJURED AND WITNESSES:**

(Note: Attach additional pages if needed)

18. Statement of injured as to what happened: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. Witness No. 1: Name \_\_\_\_\_  
(Last Name) (First Name) (Initial)

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
(Number) (street) (City)

Statement: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. Witness No. 2: Name \_\_\_\_\_  
(Last Name) (First Name) (Initial)

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
(Number) (Street) (City)

Statement: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Report Prepared: \_\_\_\_\_

Prepared by: \_\_\_\_\_ Phone \_\_\_\_\_

(Print Name)

(Title)

Dept. \_\_\_\_\_

(Signature)

## **APPENDIX B**

### **STATEMENT OF WORK**

#### **LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

# STATEMENT OF WORK

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ATTACHMENTS (Not attached. Refer to Appendix C, Statement of Work Attachments, of the RFP)

Attachment 1	Los Angeles County Sheriff's Department Application for Access to Custody Facilities
Attachment 2	Political Activity
Attachment 3	Security of Personal Property

## **1.0 SCOPE OF WORK**

- 1.1 Contractor shall provide recurring legal education training sessions to female inmates housed at the Department's Century Regional Detention Facility ("CRDF") and Twin Towers Correctional Facility ("TTCF").
- 1.2 Contractor shall provide comprehensive legal education to female inmates so they better understand their rights and responsibilities and have the ability to make informed choices regarding their lives and families. It is the goal of the Department that female inmates attending legal education training sessions develop greater self-esteem, improve their understanding of their legal rights and responsibilities, gain knowledge on how to maintain and foster relationships with their children, learn how to better protect themselves from domestic violence, and obtain other valuable life skills.
- 1.3 Contractor shall not dispense legal advice or provide direct legal representation to female inmates under this Agreement. Inmates in need of legal representation shall be referred to qualified non-profit organizations as set forth herein.

## **2.0 BACKGROUND**

- 2.1 The Department has custodial facilities located throughout Los Angeles County. On average, the Department houses over 2,536 female inmates on a daily basis at CRDF and TTCF. Approximately 25,765 female inmates enter and leave the County correctional system on an annual basis.
- 2.2 During incarceration, female inmates are given an opportunity to rehabilitate and/or gain awareness towards living a better life by having access to educational classes, alcohol and drug prevention programs, life skills programs, and other services
- 2.3 The Department has recently provided legal education services to female inmates using a vendor who had experience teaching family law and domestic violence prevention. The program assisted numerous female inmates with information pertaining to family counseling, in-custody children's visitation rights, dissolution of marriage, and transitioning back to the community upon release from custody.



### **3.0 SPECIFIC WORK**

#### **3.1 Deliverables**

Classroom curricula shall include, but shall not be limited to, legal education training in the following subject areas:

- 3.1.1 Dependency Court: Contractor shall provide training to inmates who are mothers with the goal of ensuring they understand the dependency process, their legal rights, and how to communicate their wishes and statements to the courts regarding their children's custody, visitation rights, and re-integration with their children upon release from custody.
- 3.1.2 Life Skills and Health: Contractor shall provide training on the legal aspects of domestic violence prevention, substance abuse prevention, and mental health care to increase the inmate's chances of success upon release from custody.
- 3.1.3 Probate Cases: Contractor shall provide training regarding caretaker affidavits, power-of-attorney, guardianship of inmate's children, and other matters with regard to probate.
- 3.1.4 Domestic Violence: Contractor shall provide training on obtaining restraining orders to prevent further violence upon release from custody. Training may include guidance on gathering facts and police reports, declarations, arranging for court appearances, and contacting domestic violence shelters to arrange for safe havens upon release.
- 3.1.5 Dissolution Cases: Contractor shall provide training for those inmates who express either a desire for dissolution of marriage or must respond to an action for dissolution of marriage. Training shall include how to prepare declarations and pleadings and how to have family members appear at court proceedings on behalf of the inmate.
- 3.1.6 Paternity Cases: Contractor shall provide training for those inmates who are not married to their child's other parent and who wish to establish paternity relationships with their children. Training shall include how to prepare declarations and pleadings and how to have family members appear at court proceedings on behalf of the inmate. Training shall also cover "fathers' rights" including, but not limited to:

- Voluntary declaration of paternity
- Rebuttable presumption of paternity based on California Family Code 7611
- Other presumptions of paternity based on California law
- Trends in California paternity law
- Differences in the establishment of paternity in Dependency Court and Family Court.

3.1.7 Child Support Cases: Contractor shall provide training for those inmates who may not be able to provide for childcare after their release from custody. Training shall minimally include how to obtain assistance through the County Child Support Services Department.

## **3.2 Curriculum**

- 3.2.1 Contractor shall complete and submit a curriculum for each scheduled month of legal education training sessions to the County Project Manager for approval not less than two (2) calendar weeks before the beginning of each calendar month. A finalized curriculum format will be developed in conjunction with County Project Manager and County Project Director, prior to executing an Agreement.
- 3.2.2 The curriculum must include titles for each legal education training session commensurate with the description of Deliverables in Paragraph 3.1, Deliverables, above. The proposed curriculum format must minimally show proposed dates and times and the number and classification of the program instructors and non-instructor assistant staff, if any.
- 3.2.3 Each of the Deliverables listed above in Subparagraphs 3.1.1 through 3.1.7 above must be offered, at a minimum, at least twice during each one (1) month curriculum period. Not more than two (2) Deliverables (or subject areas) may be covered during a single ninety (90) minute legal education training session.
- 3.2.4 For each ninety (90) minute legal education training session, Contractor shall minimally record the names, booking numbers, dates of attendance, status of attendance (“participation” or “completion”), and the legal education training session title for all inmates in attendance.

- 3.2.5 Contractor shall maintain all student attendance records in an electronic format.
- 3.2.6 The County Project Manager reserves the right to modify the schedule of legal education training sessions or any other component of the curriculum in consultation with Contractor.

### **3.3 Assessment Requirements**

- 3.3.1 Outcomes:
  - a. Attitude: Inmates are expected to demonstrate a positive change in general attitude regarding their legal rights and responsibilities relative to the subject area(s) studied.
  - b. Knowledge: Inmates are expected to demonstrate an increase in basic legal knowledge relative to the subject areas(s) studied.
- 3.3.2 Contractor shall implement a series of pre-legal education training session testing instruments to assess inmate attitudes and knowledge relative to the subject area(s) to be studied.
- 3.3.3 Contractor shall implement a series of post-legal education training session testing instruments to assess inmate attitudes and knowledge relative to the subject area(s) studied.
- 3.3.4 Pre-testing shall be conducted during the first fifteen (15) minutes of each ninety (90) minute legal education training session. The pre-test shall not exceed ten (10) minutes in length.
- 3.3.5 Post-testing shall be conducted during the last fifteen (15) minutes of each ninety (90) minute legal education training session. All inmates must complete the post-test evaluation as a criterion for receipt of a Certificate of Completion, as defined in Paragraph 3.4, Certificates of Completion/Participation below. The post-test shall not exceed ten (10) minutes in length.
- 3.3.6 Contractor shall ensure that all testing is conducted only by the designated program instructor for the legal education

training session, or as approved by the County Project Director.

- 3.3.7 Contractor shall establish an electronic data file to capture, maintain, and analyze all test results. Contractor shall evaluate test results monthly, to assess the program's effectiveness in meeting its stated goals. Contractor shall affect changes in content delivery, or make changes to the curriculum, as needed. Contractor shall, on a monthly basis, provide a summary of the data, accompanied by a brief analysis statement, to the County Project Manager and County Project Director.

### **3.4 Certificates of Completion/Participation**

- 3.4.1 Contractor shall provide official Certificates of Completion to all inmates who successfully complete each ninety (90) minute legal education training session. Certificates of Completion shall be distributed to all students at the end of each ninety (90) minute legal education training session. The method of distribution for said Certificates of Participation shall be approved by the County Project Manager.
- 3.4.2 Contractor shall provide official Certificates of Participation to acknowledge partial attendance for inmates who have made an effort to complete a minimum of fifty percent (50%) of a single ninety (90) minute legal education training session.
- 3.4.3 Contractor shall provide official "Gold Seal" Certificates of Completion to all students who successfully matriculate through the entire program curriculum. Said "Gold Seal" Certificates shall be differentiated from Subparagraph 3.4.1 above so as to convey a higher level of accomplishment than would have been achieved by attending a single ninety (90) minute legal education training session. The method of distribution for said "Gold Seal" Certificates shall be approved by the County Project Manager.

### **3.5 Program Restrictions**

- 3.5.1 Contractor shall not dispense legal advice or provide direct legal representation to inmates under this Agreement. Inmates in need of legal representation shall be referred to qualified non-profit organizations.

- 3.5.2 Inmates in need of representation are only to be referred to qualified non-profit legal services programs, such as Public Counsel, the pro bono arm of the Los Angeles County Bar Association, and approved Bar Association lawyer referral services programs. Referrals for other purposes shall only be made to appropriate government, community and non-profit agencies.
- 3.5.3 If Contractor is a qualified non-profit organization that operates a legal services program which provides legal representation to inmates, Contractor may refer inmates to Contractor's legal services program with advance notification to the County Project Manager.
- 3.5.3 All records of referrals shall be maintained by Contractor for a period of five (5) years following the expiration of the Agreement. Contractor shall implement necessary procedures to ensure that the program is not used to solicit business for private practitioners or others, or for referral to for-profit agencies, individuals, or others.
- 3.5.4 Violation of this Paragraph 3.5, Program Restrictions, shall be cause for immediate termination of the Agreement.

### **3.6 Program Attendance Goals**

- 3.6.1 The program's curricula and overriding attendance goal shall be to ensure that a minimum of 2,880 inmates attend at least one (1) ninety (90) minute legal education training session per contract year.
- 3.6.2 Inmates may elect to participate in more than one (1) legal education training session or elect to repeat legal education training sessions. In either instance, each legal education training session shall count toward the aggregate minimum attendance total for the program.
- 3.6.3 Legal education training session sizes are expected to range from 20 to 30 inmates per legal education training session; however, the County does not guarantee a minimum or maximum number of inmates in attendance at any particular legal education training session.

### **3.7 Materials/Handouts/Audiovisual**

Contractor shall use all necessary handouts and audio visual aids, including information about community resources, designed to assist inmates, and/or other materials to ensure a thorough educational experience occurs.

### **3.8 Quarterly Meetings**

3.8.1 The Contractor Project Director, or his/her designee, shall be required to attend quarterly meetings with the County Project Director and/or County Project Manager. During these meetings, results of inmate pre-legal education training session and post-legal education training session assessments, and a cumulative list of inmate participants and their status in the program shall be presented to the County.

3.8.2 Quarterly meetings will serve as a venue for Contractor to discuss particularized areas of interest or concern and the progress of inmate participants. The County Project Manager shall notify Contractor thirty (30) calendar days prior to scheduled date of a quarterly meeting.

## **4.0 SAFETY AND SECURITY REQUIREMENTS**

4.1 County shall maintain final authority on all security issues.

4.2 All Work shall be conducted in a safe manner and shall comply with requirements of state and local rules and regulations and CAL-OSHA safety standards.

4.3 If at any time Contractor fails or refuses to comply with Paragraph 4.2 above, the Department may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order may be subject to claim for excess cost, damages, or extension of time under this Agreement.

4.4 Contractor shall report to County all incidents of occupational injury or accidents affecting Contractor staff which occurred on County property. All incidents shall be reported to County Project manager on Exhibit M, Non-Employee Injury Report, of the Agreement, within twenty-four (24) hours of occurrence or discovery of the occupational injury or accident. Contractor shall maintain an on-going listing of all employees injured while on County premises. This document shall

be titled Contractor's Employee Injury Record and shall be provided to County Project Manager annually and anytime upon request.

- 4.5 Contractor shall report to County Project Manager and County Project Director any incident involving Contractor's staff which could negatively impact their ability to interact with Department personnel, affect security clearance status, or jeopardize the safety and/or security of Department and its members within twenty-four (24) hours of such incident. If circumstances objectively necessitate immediate action, Contractor shall immediately inform the Watch Commander of the concerned Department custody facility and County Project Manager and County Project Director concurrently.
- 4.6 If a Contractor employee is refused entry or removed from a custody facility, Contractor shall make immediate telephonic notification to County Project Manager and/or County Project Director, describing the circumstances, as known at the time, leading to the denial or removal. Contractor shall make person-to-person contact and have at his/her disposal County Project Manager's business hours and after-hours emergency contact phone numbers for these and similar reporting requirements.
- 4.7 Contractor shall train or facilitate the training of their staff in ethical conduct, with focus on the importance of lawful and appropriate conduct within a Department custody facility setting.
  - 4.7.1 All Contractor staff performing Work in a Department custody facility shall receive no less than two (2) hours of Ethical Conduct Training prior to performing Work in a custody facility. The Ethical Conduct Training shall be intended to raise Contractor staff awareness of common temptations associated with working an assignment of special trust, such as that of Contractor's assignment working inside Department custody facilities, and consequences of inappropriate or criminal behavior.
    - A. Contractor shall submit an Ethical Conduct Training course outline and training summary to County Project Manager for review and approval, prior to any scheduled training date(s). This training topic will be re-enforced in the Department's mandatory four (4) hour Jail Orientation (Refer to Subparagraph 4.7.2 below).
    - B. Contractor may seek to partner with an outside organization to meet the two-hour Ethical Conduct Training requirement, however, the training provider

must be pre-approved, in writing, by County Project Manager.

- C. Contractor shall bear all costs associated with providing the required Ethical Conduct Training described herein.

4.7.2 All Contractor employees shall attend the Department's mandatory four (4) hour Jail Orientation prior to performing Work in any Department custody facility.

- A. This orientation will be provided by the Department at no direct cost to Contractor and their staff.
- B. Contractor shall bear all indirect costs associated employee attendance in mandatory Jail Orientation training such as salary, travel or similar expense.

4.7.3 Contractor shall maintain Ethical Conduct Training and Jail Orientation class rosters, as well as Contractor staff training completion certificates. Copies of such records and certificates shall be provided to County Project Director within one (1) calendar week of occurrence.

4.8 Contractor shall keep and maintain an ongoing Employee Exclusion Report involving all instances of staff exclusion from a Department custody facility which involve actions including, but not limited to, inappropriate conduct, violation of any Department policy, criminal behavior, and security breaches/neglect, that result in exclusion.

4.8.1 Contractor shall actively monitor instances of exclusion, guarding against repeat occurrences and adverse trends. Two (2) separate instances of exclusion for any of the above specified causes over the course of a contract year shall be cause for Contractor to develop and implement a corrective action plan which should include, but is not limited to, additional training, Contractor staff's performance review, analysis and/or modification of Contractor hiring practices, retention, and/or salary, supervision and/or management staffing models, and internal security procedures, to mitigate additional instances of inappropriate or criminal conduct occurring in the Department custody facilities by Contractor staff.

4.8.2 Contractor shall develop/implement a corrective action plan, and provide a copy to County Project Manager of such



corrective action plan, within thirty (30) calendar days from the date of second instance of exclusion.

4.8.3 Contractor shall provide an up-to-date Employee Exclusion Report immediately following each occurrence and anytime upon request by County. Regardless of cause and during the Term of the Agreement, the Employee Exclusion Report shall contain all names of excluded Contractor staff, dates of exclusion, and reasons for exclusion.

- 4.9 Prior to entrance into a Department custody facility, Contractor's staff shall comply with current Custody Division and Department custody facility entry requirements, which may include the exchange of a government-issued identification card for a Department custody facility pass. Passes shall be displayed at all times. Any lost or stolen passes must be immediately reported by Contractor's staff to Contractor Project Manager and the concerned on-duty Watch Commander. Contractor Project Manager shall provide telephonic or in-person notifications to County Project Manager of any lost or stolen pass as soon as feasible. Telephone notification shall be followed within twenty-four (24) hours via confirming email to County Project Manager and County Project Director specifying the staff involved and articulating the factual circumstances associated with the loss or theft. Contractor's staff shall be responsible for returning any Department-issued custody facility pass to appropriate Department custody facility personnel, prior to leaving the concerned Department custody facility.
- 4.10 Contractor's staff, vehicles, workplace, materials, and equipment shall be subject to search and inspection by Department personnel without notice and at any time while on County property.
- 4.11 During lockdown situations, County Project Manager or on-duty Watch Commander may elect to modify or postpone legal education training sessions. Prior notifications of lockdown(s) will be given to Contractor whenever feasible. Legal education training sessions that are cancelled due to lockdown situations shall be subject to the requirements listed in Section 7.0, Cancellation of Training Sessions, of this SOW
- 4.12 Personal cameras, cellular telephones, or other electronic devices are prohibited and shall not be taken into Department custody facilities.
- 4.13 Contractor staff and/or Contractor representatives must successfully pass, at Department's sole discretion, a security background

investigation performed by Department prior to being allowed access to any Department custody facility (refer to Attachment 1, Los Angeles County Sheriff's Department Application for Access to Custody Facilities, of this SOW). At County's discretion, Contractor staff and/or Contractor representatives may be required to undergo a fingerprint check or additional background investigations. Any costs associated with fingerprint and/or additional background investigations shall be the responsibility of Contractor. Refer to Exhibit A, Additional Terms and Conditions, Section 34.0, Background and Security Investigations, of the Agreement.

## **5.0 CONTRACTOR STAFF**

### **5.1 General**

- 5.1.1 All Contractor staff and/or Contractor representatives performing Work under this Agreement are required to read and complete Exhibit E1, Contractor's Employee Acknowledgment and Confidentiality Agreement, of the Agreement or Exhibit E2, Contractor's Non-Employee Acknowledgment and Confidentiality, of the Agreement (refer also to Section 3.0, Confidentiality, of Exhibit A, Additional Terms and Conditions, of the Agreement). Contractor shall be required to retain, and provide immediately upon County request, the completed Exhibits E1 and E2 for all Contractor employees and non-employees providing services under this Agreement.
- 5.1.2 Contractor shall be responsible for removing any Contractor staff and/or Contractor representatives from performing services under this Agreement, when requested to do so by County Project Manager or County Project Director.
- 5.1.3 Contractor shall provide to County Project Manager a list of all Contractor staff and/or Contractor representatives that, for any reason, will be entering Department custody facilities on behalf of Contractor. The list shall include, but shall not be limited to, the following information on each individual: name, date of birth, Social Security Number, California Driver's License Number, home telephone number, and/or cellular telephone number(s) where applicable. The list shall be updated to accurately capture Contractor staff and representative additions and deletions and shall be provided to County Project Manager on the first (1<sup>st</sup>) day of each calendar month. This information shall be kept confidential and used exclusively for official Department business.

- 5.1.4 Contractor shall provide to County Project Manager a list of all substitute Contractor staff and/or substitute Contractor representatives that for any reason will be entering Department custody facilities on behalf of Contractor. The list shall include, but shall not be limited to, the following information on each individual: name, date of birth, Social Security Number, California Driver's License Number, home telephone number, and/or cellular telephone number(s) where applicable, the person they are substituting for, and reason for substitution. The list shall be provided to County Project Manager in each instance where substitute Contractor staff and/or substitute Contractor representatives are utilized. This information shall be kept confidential and used exclusively for official Department business.
- 5.1.5 Contractor staff and/or Contractor representatives must successfully pass a security background investigation as described in Paragraph 4.13 of this SOW. Refer also to Section 34.0, Background and Security Investigations, of Exhibit A, Additional Terms and Conditions, of the Agreement.
- 5.1.6 Contractor shall maintain a personnel file for each Contractor staff member or Contractor representative performing services under the Agreement. The file shall include, but shall not be limited to, timekeeping and payroll records, copies of all required credentials, copy of California Driver's license, training records, and a biography of each staff member.
- 5.1.7 Contractor, Contractor staff, and/or Contractor representatives shall comply with the political activities requirements as specified in Attachment 2, Political Activity, of this SOW.
- 5.1.8 Contractor, Contractor staff, and/or Contractor representatives shall comply with the security of personal property requirements as specified in Attachment 3, Security of Personal Property, of this SOW.
- 5.1.9 Contractor, Contractor staff, and/or Contractor representatives shall comply with the requirements of this SOW and as further specified in Section 4.0, Administration of Agreement-Contractor, of the Agreement.

## **5.2 Minimum Staffing Requirements**

5.2.1 Contractor shall adhere to minimum staffing requirements identified in this Paragraph 5.2, Minimum Staffing Requirement, throughout the Term of the Agreement. Contractor shall have discretion to designate and deploy additional staff and types of positions where Contractor has identified a need for additional services, consistent with the Work requested by County. Notwithstanding, all staff shall be subject to approval by the County Project Manager. Any additional staff and types of positions shall be at no additional cost. In addition to parameters set forth above:

5.2.1.1 Contractor shall ensure that, for every legal education training session conducted, at least one (1) program instructor and/or one (1) non-instructor assistant staff person assigned to the classroom is bilingually fluent in both English and Spanish.

5.2.1.2 Prior to commencing Work and during the Term of the Agreement, Contractor shall provide a copy of the assigned bilingual program instructor's and/or non-instructor assistant staff person's bilingual certification from an independent source to County Project Manager for review and confirmation of compliance with this requirement.

5.2.1.3 In accordance with Section 4.0, Administration of Agreement-Contractor, of the Agreement, Contractor shall staff one (1) Contractor Project Director or one (1) Contractor Project Manager who will be able to receive telephonic communication from Department, as needed, on a 24-hours-per-day, 7-days-per-week basis. Such availability shall not only be for routine day-to-day classroom instruction needs, but to particularly address emergent circumstances, last minute lock downs, legal education training session cancellations, etc. Contractor Project Director or Contractor Project Manager may also perform instructional duties provided they meet the requirements outlined in Paragraph 5.2, Staff, of this SOW.

- 5.2.1.4 Contractor shall provide to County Project Director any and all resumes, licenses, professional certificates, diplomas, memberships, and personal references of proposed Contractor staff and representatives assigned to provide services under this Agreement. Furthermore, Contractor shall annually provide to County Project Director all updated resumes, licenses, professional certificates, diplomas, memberships, and personal references for Contractor staff and representatives.
- 5.2.1.5 County Project Director reserves the right to review, without limitation, all resumes, licenses, certificates, diplomas, and personal references of any proposed Contractor staff and representatives. County Project Director shall have the opportunity to interview any of Contractor's proposed staff and representatives and shall have final authority to approve or disapprove any proposed program instructor or non-instructor assistant staff person.
- 5.2.1.6 County Project Director shall have final authority over the selection of all Contractor staff and representatives. Contractor may assign program instructors and non-instructor assistant staff only with a minimum of fifteen (15) calendar days notice to County Project Director prior to such program instructors and non-instructor assistant staff providing services under the Agreement. Changes to Contractor's staff and representatives may be effected only upon providing fifteen (15) calendar days prior notice to County Project Director before such program instructor and non-instructional assistant staff person is permitted to commence providing services under the Agreement.

## 5.2.2 Program Instructors

- 5.2.2.1 Either of the following program instructor positions shall provide services under this Agreement.
- A. Paralegal Staff Instructor – This instructor shall possess and maintain current certification as a

paralegal in the State of California and must have minimum of three (3) consecutive years experience within the last ten (10) years teaching or assisting in areas of expertise related to the Deliverables described in Paragraph 3.1, Deliverables of this SOW.

1. Each minimally qualified Paralegal Staff Instructor must work under the direct supervision of an Attorney Staff Instructor.

B. Attorney Staff Instructor – This instructor position shall possess and maintain active membership in good standing with the State Bar of California and must be actively practicing family law and/or providing domestic violence prevention training services for women for a minimum of three (3) consecutive years.

5.2.2.2 While program instructors are not required to possess expertise in every subject matter, all program instructors must, in aggregate, demonstrate themselves capable of fulfilling all of their responsibilities as assigned and providing legal education training session instruction in all Deliverable subject matter outlined in Paragraph 3.1, Deliverables, of this SOW.

### 5.2.3 Non-instructor Assistant Staff

5.2.3.1 The non-instructor assistant staff person (classroom assistant) assigned by Contractor shall possess a Bachelor's Degree from an accredited academic institution.

5.2.3.2 At no time during the Term of this Agreement shall non-instructor assistant staff person substitute, replace, or fill in as a program instructor, except until such time that such non-instructor assistant staff person is in compliance with the minimum requirements for program instructors as defined in Subparagraph 5.2.1.1, and subject to all other conditions set forth in Paragraph 5.2, Staff, of this SOW.

5.2.4 While program instructors are not required to possess expertise in every subject matter, all program instructors must, in aggregate, demonstrate themselves capable of fulfilling all of their responsibilities as assigned and providing legal education training session instruction in all Deliverable subject matter outlined in Section 3.1, Deliverables, of this SOW.

## **6.0 SCHEDULE**

- 6.1 Contractor shall provide recurring legal education training sessions two (2) to four (4) times weekly.
- 6.2 Legal education training sessions shall be ninety (90) minutes in length and subject to approval by County Project Manager.
- 6.3 Legal education training sessions may be conducted Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m. Exceptions shall be made for County holidays.
- 6.4 Actual legal education training session schedules shall be established in consultation with County Project Manager and are subject to approval by County Project Director.
- 6.5 The Department makes no guarantee as to the number of legal education training sessions that may or will actually be conducted by Contractor during the Term of the Agreement.

## **7.0 CANCELLATION OF TRAINING SESSIONS**

- 7.1 Contractor hereby acknowledges that classroom instruction is administered in a custody setting and the goal of the Department is to maintain a safe and secure environment for inmates and their families, Department staff, and visiting professionals. The Department, in the interest of safety or other law enforcement measures, reserves the right to cancel any pre-approved or scheduled legal education training session and the right to deny the entry of Contractor's staff and representatives into any Department custody facility for such purpose.
- 7.2 Legal education training sessions that are canceled by Department, and for which Contractor has been given at least four (4) hours advance notice by Department of such cancellation, shall be rescheduled within thirty (30) calendar days of the canceled training session, at Department's discretion, in consultation with Contractor.

Contractor shall make every effort to accommodate the change in schedule. All canceled legal education training sessions shall be offered as make-up sessions per Paragraph 7.6, Makeup Sessions, below.

- 7.3 Legal education training sessions that are canceled by Department, and for which Department is unable to provide at least four (4) hours advance notice to Contractor, shall be rescheduled in their entirety or partially, as the case may be, within thirty (30) calendar days of the canceled legal education training session, at the Department's discretion and in consultation with Contractor. Contractor shall make every effort to accommodate the change in schedule. All canceled training sessions shall be offered as make-up sessions per Paragraph 7.6, Makeup Sessions, below.
- 7.4 Legal education training sessions that are canceled by Contractor, and for which Contractor has provided at least four (4) hours advance notice to County Project Manager of such cancellations, shall be rescheduled within thirty (30) calendar days of the canceled legal education training session, subject to approval by County Project Manager. All canceled legal education training sessions shall be offered as make-up sessions per Paragraph 7.6, Makeup Sessions, below.
- 7.5 Legal education training sessions that are canceled by Contractor, and for which Contractor has not provided at least four (4) hours advance notice to County Project Manager of such cancellations are considered non-excused, and shall be rescheduled within thirty (30) calendar days of the canceled training session, subject to approval by the County Project Manager. All such cancellations are subject to Paragraph 7.6, Make-up Sessions, below. The County Project Director shall have final authority in assessing the validity of the circumstances for non-excused cancellation(s).
- 7.6 Make-up Sessions: All canceled legal education training sessions that are cancelled for any reason, whether excused or non-excused, are not billable and shall be offered as billable make-up sessions within thirty (30) calendar days of the canceled legal education training session. Failure to provide make-up sessions, as agreed to in consultation with County Project Director, may result in County's assessment of liquidated damages in accordance with Exhibit I, Performance Requirements Summary Chart, of the Agreement.
- 7.7 Contractor shall document canceled legal education training sessions on a form entitled Canceled Training Sessions, which



shall be developed by Contractor in accordance with Section 9.0, Quality Control, of this SOW. Legal education training sessions listed as Canceled Training Sessions should minimally denote the original date and indication of cancellation along with the reason, cancellation lead time afforded, whether excused or non-excused, number of hours involved, and Contractor staff and representatives impacted. Make-up sessions must be documented similarly on the revised schedule and labeled with the phrase "Make-up Training Session from [DATE]".

- 7.8 Because of complexities which can arise as a result of Department custody facility schedule modifications, coordination between Contractor and County Project Manager in this area is paramount. Proposed revised schedules must be reviewed and approved by County Project Manager at least two (2) full Business Days before the scheduled make-up session(s).

## **8.0 LOCATIONS**

- 8.1 Contractor shall provide recurring legal education training sessions to the female inmates housed at the Century Regional Detention Facility and at the Twin Towers Correctional Facility. County Project Director shall have final and sole discretion in determining where legal education training sessions are to be held and reserves the right to use any Department custody facility in Los Angeles County.

- 8.2 The Century Regional Detention Facility is located at:

Los Angeles County Sheriff  
Century Regional Detention Facility  
11705 South Alameda Street,  
Lynwood, California 90262

- 8.3 The Twin Towers Correctional Facility is located at:

Los Angeles County Sheriff  
Twin Towers Correctional Facility  
450 Bauchet Street  
Los Angeles, California 90012

## **9.0 QUALITY CONTROL**

- 9.1 Contractor shall establish and maintain a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Agreement that meets or exceeds all

requirements, including policies and procedures for all Contractor staff and representatives. In the event that requirements and/or policies and procedures change during the Term of the Agreement, Contractor shall update the Quality Control Plan, and submit such updated plan to County Project Manager within ten (10) Business Days of notification.

9.2 The Quality Control Plan shall include, but is not limited to the following:

- Method of monitoring to ensure that all of the Agreement requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable;
- Specific activities to be monitored either on scheduled or unscheduled basis;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Job title and level of personnel performing monitoring functions; and
- Methods for ensuring that services will continue in the event of a strike of Contractor's employees.

## **10.0 QUALITY ASSURANCE PLAN**

10.1 All services to be provided under this Agreement will be administered and monitored by the Department's Correctional Services Division, Education Based Incarceration Bureau.

10.2 Contractor shall have an ongoing system of quality assurance and improvement, and shall keep quality control records and records of all inspections conducted by Contractor.

10.3 County will evaluate Contractor's performance under this Agreement on at least an annual basis in accordance with Section 46.0, County's Quality Assurance Plan, of Exhibit A, Additional Terms and Conditions, of the Agreement.

10.4 Performance Evaluation Meetings

10.4.1 County and Contractor shall meet on a quarterly basis, and more frequently if deemed necessary, to discuss status of the Agreement, new or on-going problems, and other issues.

10.4.2 In the event that County Project Manager issues a Contract Discrepancy Report in accordance with Paragraph 10.6, Contract Discrepancy Report, below, then Contractor shall respond in writing to County Project Manager within five (5) Business Days and a meeting will be scheduled as necessary.

#### 10.5 Contract Discrepancy Report

10.5.1 Verbal notification of a contract discrepancy will be made to Contractor Project Director as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and Contractor.

10.5.2 The County Project Manager will determine whether a formal Contract Discrepancy Report, attached as Exhibit H, Contract Discrepancy Report, of the Agreement, will be issued. Upon receipt of such report, Contractor is required to respond in writing to County Project Manager within five (5) Business Days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor must submit its plan to correct the deficiency(s) identified in the Contract Discrepancy Report to County Project Manager within ten (10) Business Days.

#### 10.6 County Observations and Inspections

10.6.1 Contractor shall make its personnel files, facilities, materials, and techniques related to this Agreement available for inspection by County Project Manager at reasonable times without prior notice by Department staff to review its operations.

10.6.2 In addition to Department staff, other County and/or State personnel that have made arrangements with County Project Director may observe Contractor's performance and activities, and review documents, including disciplinary actions, relevant to this Agreement at any time during normal business hours. Such personnel may not unreasonably interfere with Contractor's performance of this Agreement.

## **APPENDIX C**

### **STATEMENT OF WORK ATTACHMENTS**

#### **LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

**APPENDIX C**  
**STATEMENT OF WORK ATTACHMENTS**  
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Attachments

- 1      LOS ANGELES COUNTY SHERIFF'S DEPARTMENT APPLICATION FOR  
ACCESS TO CUSTODY FACILITIES  
(Includes instruction sheet for completing application)
- 2      POLITICAL ACTIVITY
- 3      SECURITY OF PERSONAL PROPERTY

# ATTACHMENT 1

Application Number (CSS Use Only)
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## Los Angeles County Sheriff's Department Application for Access to Custody Facilities

Date Received (CSS Use Only)
------------------------------

All information provided on this application, including all attachments and supporting documents, will be reviewed and verified. A criminal background check will be conducted on all applicants. Failing to provide or disclose all requested information or misrepresenting or concealing any requested information, may cause this application to be delayed or denied. Print legibly.

### SECTION 01 – APPLICANT (TO BE COMPLETED BY ALL APPLICANTS)

Applicant's Last Name				First Name				Middle Name				Suffix	
Gender	Race	Date Of Birth	Hair Color	Eye Color	Height	Weight	Driver License or Identification Number		State	Social Security Number			
Applicant's Address							City			State	Zip Code		
Applicant's Phone Number				Alternate Phone Number			Email Address						
Applicant's Employer					Employee Title					Employee Number			
Employer's Address							City			State	Zip Code		
Employer's Phone Number				Alternate Phone Number			Email Address						
Emergency Contact's Last Name					First Name			Middle Name			Relationship to Applicant		
Emergency Contact's Address							City			State	Zip Code		
Emergency Contact's Phone Number				Alternate Phone Number			Email Address						

#### ANSWER EACH QUESTION

- |  |   |
|--|---|
| Have you ever used another name, nickname, moniker, or maiden name?                    | <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, provide additional details below) |
| Have you ever used another date of birth?  | <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, provide additional details below) |
| Have you ever used another social security number or other identifying number?         | <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, provide additional details below) |
| Have you ever served in the military?  | <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, provide additional details below) |
| Have you ever been a member of a criminal organization or street gang?                 | <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, provide additional details below) |
| Have you ever been acquainted with a member of a criminal organization or street gang? | <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, provide additional details below) |
| Have you ever been arrested?   | <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, provide additional details below) |
| Have you ever been convicted of a misdemeanor or a felony?                             | <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, provide additional details below) |
| Do you have a friend or relative who is currently incarcerated?                        | <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, provide additional details below) |
| Have you ever previously applied for or been denied access to a custody facility?      | <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, provide additional details below) |

#### PROVIDE ADDITIONAL DETAILS AS INDICATED


I request the specified access and certify, under penalty of perjury, that the information provided by me in this application, including all attachments and supporting documents, is accurate, complete and true. I understand that failing to provide or disclose all requested information or misrepresenting or concealing any requested information, may cause this application to be delayed or denied.

Applicant's Signature

Date

\_\_\_\_\_

Application Number (CSS Use Only)

# Los Angeles County Sheriff's Department

## Application for Access to Custody Facilities

Date Received (CSS Use Only)

All information provided on this application, including all attachments and supporting documents, will be reviewed and verified. A criminal background check will be conducted on all applicants. Failing to provide or disclose all requested information or misrepresenting or concealing any requested information, may cause this application to be delayed or denied. Print legibly.

### SECTION 02 – ACCESS REQUEST (TO BE COMPLETED BY REQUESTING UNIT OR ORGANIZATION AND SHERIFF'S DEPARTMENT UNIT OPERATIONS SUPERVISOR FOR ALL APPLICANTS)

Applicant's Last Name		First Name		Middle Name		Suffix	
Unit or Organization Requesting Access							
Reason For Request							
Unit or Organization Representative's Last Name			First Name		Relationship to Applicant		
Representative's Address				City		State	Zip Code
Representative's Phone Number		Alternate Phone Number		Email Address			

I request the specified access and certify, under penalty of perjury, that the information provided by me in this application, including all attachments and supporting documents, is accurate, complete and true. I understand that failing to provide or disclose all requested information or misrepresenting or concealing any requested information, may cause this application to be delayed or denied.

Unit or Organization Representative's Signature

Date

Sheriff's Department Unit Operations Supervisor's Last Name		First Name		Rank	
Supervisor's Phone Number		Alternate Phone Number		Email Address	

## CHECK ALL THAT APPLY

- ☐ All Facilities  
☐ MCJ  
☐ IRC  
☐ TTCF  
☐ Jail Ward  
☐ CRDF

- ☐ All PDC  
☐ NCCF  
☐ North  
☐ South  
☐ East  
☐ Mira Loma

## CHECK ALL THAT APPLY

- ☐ Visiting  
☐ Grounds  
☐ Escort  
☐ Non-Escort  
☐ Employee  
☐ Other: \_\_\_\_\_

## SELECT ONE

- ☐ 1 Day  
☐ 2 Days  
☐ 1 Month  
☐ 6 Months  
☐ 1 Year  
☐ Other: \_\_\_\_\_

## SELECT ONE

- ☐ DMH  
☐ Program  
☐ Tour  
☐ Vendor  
☐ Volunteer  
☐ Other: \_\_\_\_\_

## SELECT ONE

- ☐ Routine  
☐ Expedite  
☐ Emergency  
☐ Other: \_\_\_\_\_

## SPECIFY

Date Required: \_\_\_\_\_

I request the specified access and certify, under penalty of perjury, that the information provided by me in this application, including all attachments and supporting documents, is accurate, complete and true. I understand that failing to provide or disclose all requested information or misrepresenting or concealing any requested information, may cause this application to be delayed or denied.

Sheriff's Department Unit Operations Supervisor's Signature

Date

### REVIEW AND DISPOSITION (CSS USE ONLY)

☐ Photocopy of DL/ID Received ☐ Fingerprints Submitted CII Number: \_\_\_\_\_

☐ Level 1 ☐ Level 2 ☐ Level 3 ☐ Other: \_\_\_\_\_ ☐ Approved ☐ Denied ☐ Comments: \_\_\_\_\_

CSS Reviewer's Signature

Date

CSS Supervisor's Signature

Date

Chief's Signature

Date

CSS Unit Commander's Signature

Date

Chief's Signature

Date

## Los Angeles County Sheriff's Department

### Application for Access to Custody Facilities

#### (DIRECTIONS FOR COMPLETING THE APPLICATION)

Type or write legibly. Provide all requested information. Indicate "none" or "not applicable" where necessary and when accurate. Sign where indicated. Only legible, complete, original applications, with original signatures will be accepted. Illegible, incomplete, photocopied, scanned, emailed, or faxed applications will not be accepted. Failing to provide or disclose all requested information, or misrepresenting or concealing any requested or pertinent information, may cause the application to be denied. All information provided on the application and with the application, including all attachments and supporting documents, will be reviewed and verified. A criminal background check will be conducted on every applicant.

#### SECTION 01 – APPLICANT

This section must be completed by the applicant. All requested information must be provided, including all applicant information, employer information, and emergency contact information. (Employer information must be provided if the applicant is employed.) Indicate "none" or "not applicable" where necessary and when accurate. All questions must be answered by marking the corresponding "No" or "Yes" checkboxes. Complete details must be provided whenever any "Yes" checkbox is marked, including, but not limited to: other names used, nicknames, monikers, and maiden names; other dates of birth used; other social security numbers and identifying numbers used; dates and branches of military service, and types of discharges; names, locations, and dates of memberships in criminal organizations and street gangs; names, locations, and dates of acquaintances with members of criminal organizations and street gangs; dates, locations, and charges for all juvenile detentions and adult arrests – regardless of final dispositions (including records that have been expunged or sealed); dates, locations, and charges for all convictions – regardless of final dispositions (including records that have been expunged or sealed); full names, locations (jail and prison names), identifying numbers (jail and prison numbers), and dispositions of all incarcerated friends and relatives; and dates and dispositions of applications for access to custody facilities – whether local, state, federal, or other. Attach additional sheets as necessary. Failing to provide or disclose all requested information, or misrepresenting or concealing any requested or pertinent information, may cause the application to be denied. This section must be signed and dated by the applicant.

#### SECTION 02 – ACCESS REQUEST

The first part of this section must be completed by the organization (company, community program, religious organization, volunteer group, etc.) or unit requesting the access on behalf of the applicant. All requested information must be provided, including all applicant information, organization or unit information, specific and detailed reason(s) for request, and organization or unit representative information. Indicate "none" or "not applicable" where necessary and when accurate. Failing to provide or disclose all requested information, or misrepresenting or concealing any requested information, may cause the application to be denied. The first part of this section must be signed and dated by the representative of the organization or unit requesting the access on behalf of the applicant.

The second part of this section must be completed by the sworn operations supervisor (sergeant, lieutenant, or higher rank) of the Sheriff's Department unit screening and submitting the access request. All requested information must be provided and the appropriate checkboxes must be marked. This section must be signed and dated by the sworn operations supervisor (sergeant, lieutenant, or higher rank) of the Sheriff's Department unit screening and submitting the access request.

#### DRIVER LICENSE AND OTHER ATTACHMENTS

The applicant must attach a color photocopy of their current, valid government issued driver license. (The applicant may substitute a color photocopy of their current, valid government issued identification card or their current, valid government issued passport, only if a driver license has not been issued to them.) The applicant must also attach a color photocopy of their current, valid government issued passport(s) and visa(s), if they are a foreign national. Photocopies of all driver licenses, identification cards, passports, and visas, including the photographs on them, must be clear and legible. (Photocopies must be enlarged and lightened or darkened, as necessary, to ensure they are clear and legible.) The applicant must also attach any additional documentation necessary to provide all requested information and/or to provide details regarding any "Yes" checkbox(es) marked in the first section of the application. Failing to provide or disclose all requested information, or misrepresenting or concealing any requested information, may cause the application to be denied.



## ATTACHMENT 2

### POLITICAL ACTIVITY

#### 3-01/070.05

Political activities permitted and prohibited by the Department are as follows:

#### Permitted Political Activities

- Voting,
- Expressing opinions on all political subjects and candidates,
- Becoming a candidate for nomination or election to any partisan or nonpartisan political activities as an individual or as a member of a group,
- Engaging in partisan and nonpartisan political activities as an individual or as a member of a group,
- Contributing to political campaign funds (but not in any County building),
- Joining political organizations and voting on any questions presented,
- Organizing and managing political clubs, serving as officer, delegate or alternate, or as member of any committee; addressing such club on any partisan/nonpartisan political matter,
- Participating actively in political conventions such as by making motions or addresses or preparing resolutions,
- Attending political meetings, rallies, caucuses, etc. and organizing, preparing or conducting such gatherings,
- Participating actively, serving as officer or on any committee of a political organization, such as precinct committeeman or chairman of the food committee at a campaign dinner,
- Joining a labor union, civic betterment group or citizens association,
- Initiating, signing or circulating partisan or nonpartisan nominating petitions, distributing campaign literature, badges, etc., (but not during working hours or on County property),
- Wearing badges or buttons, except while in uniform; displaying bumper stickers, pictures or posters on automobile or in window of home,
- Speaking publicly, or writing letters or articles for or against any political candidate; endorsing or opposing such candidate in a political advertisement broadcast, campaign literature or similar material,
- Owning stock in, publishing or being connected with the management or editorial policy of a partisan newspaper,
- Managing the campaign of a political candidate, and
- Making unsolicited political contributions.

#### Prohibited Political Activities

- Engaging in any political activity whatsoever during working hours or on County premises,
- Placing or attaching any political poster, sticker, sign or similar material on County property,

- Soliciting political funds or contributions, directly or indirectly, from members of this Department or from person on the employment lists of this Department, except for mass mailing or other means of solicitation made to a significant segment of the public which may include Department members,

Exception: County officers and employees may solicit funds for passage or defeat of a ballot measure affecting their pay, hours, retirement, civil service or other working conditions.

- Soliciting contributions, signatures or other forms of support for political candidates, parties, or ballot measures within or upon County property at any time,

Example: County employees and members of the general public shall not solicit signatures for a nominating petition in a County building or on County property,

- Directly or indirectly using official authority to interfere with any election or influencing the political actions of other County employees or any member of the general public.

Example: County employees shall not attempt to influence anyone's vote by such methods as promising, or threatening to withhold, a job, promotion or other benefit,

- Favoring or discriminating against any employee or person seeking County employment because of political opinions or affiliations,
- Participating in any political activities of any kind in uniform,
- Participating in activities which impair the efficiency, integrity or morale of the County or its employees,
- Participating in any other political activities which the County or its departments desire to prohibit and which otherwise comply with the three-part test set forth by the California Supreme Court in Bagley v. Washington Township Hospital District,
- The granting of leaves of absence without pay to engage in political activities is discretionary with the department head (Civil Service Rule 16.02), and
- Employees who are subject to the basic political activity prohibitions while on active duty shall be equally subject to such restrictions when on paid or unpaid leave (Political Activity Guidelines, adopted by the Board of Supervisors, July 2, 1974).

## ATTACHMENT 3

### SECURITY OF PERSONAL PROPERTY

#### 3-01/090.00

In order to ensure the safety and security of all persons in custody facilities, the following personal property is prohibited inside security areas as indicated:

- \* Weapons, including but not limited to, firearms and knives, are expressly prohibited in security areas of all custody facilities.
- \* Except for the Officer Dining Room (ODR), and only with the specific permission of the Unit Commander, metal silverware shall not be brought into security areas of any custody facility.
- \* Personal electrical appliances must be approved by the unit commander before being brought into the custody facility (e.g. coffee pots, toasters, heaters, fans, etc.).
- \* Electronic entertainment devices are prohibited (e.g. tape, CD, or DVD players, games, radios, etc.).
- \* Laptop computers and personal digital assistants (PDA's) shall be approved by the Watch Commander prior to entry into security areas on a daily, shift by shift basis.
- \* Personal property containers shall not be brought into security areas (e.g. backpacks, fanny packs, purses, ice chests/food containers, etc.). Only soft-sided, hand-held lunch containers, which measure 11" x 14" x 12" or less will be allowed into secured parts of the facility.
- \* Reading material not related to the job or the furtherance of formal education is prohibited.
- \* Prescription medications exceeding that amount required for personal consumption during the concerned shift(s).
- \* Umbrellas.
- \* Cell phones.
- \* Cameras shall not be allowed inside a custody facility unless prior approval is obtained from the Watch Commander or above.
- \* Tobacco products, matches and cigarette lighters.

Personal security dictates that personnel should refrain from bringing items which contain personal identification information (e.g., wallets, purses, checkbooks, etc.) into security areas to prevent loss or compromise of information.

This policy does not limit persons from bringing into secure areas, items or containers that contain necessary tools, training material or equipment to facilitate the performance of their duties, (i.e., tool chests, medical bags, digital test equipment, etc.), nor does it limit personnel, who are attending training, from entering the facility wearing civilian attire en route to the Officer's Dining Room (ODR).

This policy shall apply to all persons entering security areas of all custody facilities. Additionally, all personal property shall be secured at all times, and shall not be stored in any area accessible to inmates.

The unit commander has the final authority to determine what personal property is allowed within their facility.

## **APPENDIX D**

### **REQUIRED FORMS**

#### **LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

## **APPENDIX D REQUIRED FORMS TABLE OF CONTENTS**

### **BUSINESS FORMS**

- 1 PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT
- 2 PROSPECTIVE CONTRACTOR REFERENCES
- 3 PROSPECTIVE CONTRACTOR LIST OF CONTRACTS
- 4 PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS
- 5 CERTIFICATION OF NO CONFLICT OF INTEREST
- 6 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION
- 7 COUNTY OF LOS ANGELES - COMMUNITY BUSINESS ENTERPRISE PROGRAM (CBE) - REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
- 8 PROPOSER'S EEO CERTIFICATION
- 9 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
- 10 COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM - CERTIFICATION FORM AND APPLICATION FOR EXCEPTION
- 11 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION
- 12 CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- 13 CHARITABLE CONTRIBUTIONS CERTIFICATION

### **PRICING FORMS**

- 14 PRICING SHEET
- 15 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF RFP RESTRICTIONS

### **CONTRACTOR'S STAFF FORM**

- 16 CONTRACTOR'S STAFF

**REQUIRED FORMS - EXHIBIT 1**  
**PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

Page 1 of 3

Please complete, date, and sign this form and place it as the **first page** of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in an Agreement. (Additional instructions may be found on page 3 of this Affidavit.)

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

_____	_____	_____
Name	State	Year Inc.

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner:

\_\_\_\_\_

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? \_\_\_\_ If yes,

Name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

\_\_\_\_\_

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 – Proposer's Minimum Mandatory Requirements, of this Request for Proposals, as listed below.

Check the appropriate boxes:

- 1.4.1 Proposer must have had a minimum of three (3) consecutive years experience within the last ten (10) years in the provision of legal education services for women in California, equivalent to or similar to the legal education services identified in Appendix B, Statement of Work, of this RFP. Such legal education services must have been provided in the area of family law and must have minimally included domestic violence prevention. Proposer shall submit references to verify this experience.

☐ Yes ☐ No

- 1.4.2 In accordance with Subparagraph 5.2.2, Program Instructors, of Appendix B, Statement of Work, of this RFP, Proposer's proposed program instructors must:

- (a) Possess and maintain active membership in good standing in the State Bar of California and must be actively practicing family law and/or providing domestic violence prevention training to women for a minimum of three (3) consecutive years.

☐ Yes ☐ No ☐ NA

**AND/OR**

- (b) Have a minimum of three (3) consecutive years experience within the last ten (10) years teaching or assisting in areas of expertise related to the Deliverables described in Paragraph 3.1, Deliverables, of Appendix B, Statement of Work, of this RFP.

☐ Yes ☐ No ☐ NA

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Sheriff's sole judgment and his/her judgment shall be final.

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

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

\_\_\_\_\_

E-mail address: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

On behalf of \_\_\_\_\_ (Proposer's name), I \_\_\_\_\_  
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

---

Signature

---

Internal Revenue Service  
Employer Identification Number

---

Title

---

California Business License Number

---

Date County WebVen Number

**Additional Instructions:**

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

If the below referenced documents are not available at the time of proposal submission, Proposer must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

**Required Support Documents:**

**Corporations or Limited Liability Company (LLC):**

The Proposer must submit the following documentation with the proposal:

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

**Limited Partnership:**

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



**REQUIRED FORMS - EXHIBIT 2**  
**PROSPECTIVE CONTRACTOR REFERENCES**

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

List three (3) references from different agencies where the same or similar scope of services were provided, as described in Appendix B (Statement of Work) of the RFP.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
		(    )	(    )	
Name or Contract No.	# of Years / Term of Contract	Type of Service		Dollar Amt.
<hr/>				
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
		(    )	(    )	
Name or Contract No.	# of Years / Term of Contract	Type of Service		Dollar Amt.
<hr/>				
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
		(    )	(    )	
Name or Contract No.	# of Years / Term of Contract	Type of Service		Dollar Amt.

**REQUIRED FORMS - EXHIBIT 3**  
**PROSPECTIVE CONTRACTOR LIST OF CONTRACTS**

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

List of all public entities, including the County, for which the Contractor has provided service within the last ten (10) years. Use additional sheets if necessary.

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

**REQUIRED FORMS - EXHIBIT 4**  
**PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS**

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

List of all contracts that have been terminated within the past three (3) years.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
<hr/>				
Name or Contract No.	Reason for Termination:			
<hr/>				
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
<hr/>				
Name or Contract No.	Reason for Termination:			
<hr/>				
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
<hr/>				
Name or Contract No.	Reason for Termination:			
<hr/>				
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
<hr/>				
Name or Contract No.	Reason for Termination:			
<hr/>				

## REQUIRED FORMS - EXHIBIT 5

### ***CERTIFICATION OF NO CONFLICT OF INTEREST***

The Los Angeles County Code, Section 2.180.010, provides as follows:

#### **CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in Number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of Number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in Number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

---

Proposer Name

---

Proposer Official Title

---

Official's Signature

Cert. of No Conflict of Interest

## REQUIRED FORMS - EXHIBIT 6

### FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer's organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature:\_\_\_\_\_

Date:\_\_\_\_\_

# REQUIRED FORMS - EXHIBIT 7

## County of Los Angeles – Community Business Enterprise Program (CBE)

### Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

#### I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

**FIRM NAME:** \_\_\_\_\_

- ☐ **I AM NOT** ☐ A Local SBE certified by the County of Los Angeles Internal Services Department as of the date of this proposal/bid submission.
- ☐ **I AM** \_\_\_\_\_
- ☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.
- My County (WebVen) Vendor Number :** \_\_\_\_\_

#### II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

<b>Business Structure:</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
<b>Total Number of Employees</b> (including owners): _____						
<b>Race/Ethnic Composition of Firm.</b> Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

#### III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

#### IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

*If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

#### V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

## REQUIRED FORMS - EXHIBIT 8

### PROPOSER'S EEO CERTIFICATION

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

#### GENERAL

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

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

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Signature

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Date

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Name and Title of Signer (please print)

EEO CERTIFICATION

County of Los Angeles  
Sheriff's Department

Legal Education Services for Female Inmates  
Appendix D, Required Forms

## REQUIRED FORMS - EXHIBIT 9

### ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by County) \_\_\_\_\_ NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_ YES \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ N/A (Program not available)

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

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Tel.#: \_\_\_\_\_ Fax #: \_\_\_\_\_

GAIN/GROW ATTESTATION - 10-14-03



## REQUIRED FORMS - EXHIBIT 10

### COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. **Refer to Exhibit A, Additional terms and Conditions, Section 33.0, Compliance with Jury Service Program.** All Proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Proposer is accepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

#### **Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

#### **Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

## REQUIRED FORMS – EXHIBIT 11

### TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

**I hereby certify that I meet all the requirements for this program:**

My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c) (3) and has been such for 3 years (*attach IRS Determination Letter*);

I have submitted my three most recent annual tax returns with my application;

I have been in operation for at least one year providing transitional job and related supportive services to program participants; and

I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.**

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

**REVIEWED BY COUNTY:**

<b>SIGNATURE OF REVIEWER</b>	<b>APPROVED</b>	<b>DISAPPROVED</b>	<b>DATE</b>

## REQUIRED FORMS - EXHIBIT 12

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

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

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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

## REQUIRED FORMS - EXHIBIT 13

### CHARITABLE CONTRIBUTIONS CERTIFICATION

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Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

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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 which 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.

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Signature

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Date

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Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 15

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION  
& ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

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

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

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

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Name of Firm

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Print Name of Signer

Title

---

Signature

Date

**REQUIRED FORMS - EXHIBIT 14**

**PRICING SHEET**  
**Legal Education Services for Female Inmates**

<b>Rate per Session for 90 Minute Legal Education Training Session</b>	<b>Maximum Reimbursable Price Per Session for Perishable Instructional Materials</b>	<b>Total Maximum Price Per Legal Education Training Session</b>

Instructions for completing this PRICING SHEET may be found in the Subparagraph 2.8.8, Rates for Services (Proposal Section E), of the RFP.

Please hand write or TYPE your bid amounts in the spaces provided above - PRINT CAREFULLY and LEGIBLY.  
Illegible writing and/or incorrectly calculated total bid prices may result in the rejection of your proposal.

# REQUIRED FORMS - EXHIBIT 16

## CONTRACTOR'S STAFF Legal Education Services for Female Inmates

Please fill out this form completely.  
Document only those employees or representatives who will be performing Work pursuant to the Agreement  
You may duplicate this sheet if necessary.

	Lname, F(initial)	*Title	Backup? yes/no	** SUBJECT - MATTER AREA OF EXPERTISE							Bi-Lingual? yes/no
				1	2	3	4	5	6	7	
<b>Contractor Project Director</b>											
name:											
<b>Contractor Project Manager</b>											
name:											
<b>Program Instructors</b>											
example	Smith, B.	Attorney Staff Instructor	no	x			x	x			no
names: 1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
<b>Classroom Assistant(s)</b>											
names: 1											
2											
3											
4											
5											

\*Title - Pursuant to the requirements set forth in the Agreement, your instructors will have the titles: Attorney Staff Instructor, Paralegal Staff Instructor, or Classroom Assistant

\*\* Subject Matter Area of Expertise - Each numeral corresponds to the Deliverables outlined Subparagraphs 3.1.1 through 3.1.7 of Appendix B, Statement of Work, of the RFP.

Proposer asserts that information provided on this sheet is factual as of the date provided herein.  
Include resumes to verify experience for personnel that are already identified for the positions. If personnel are not yet identified for the positions, then Proposer shall submit job descriptions and by the commencement of the Agreement, if awarded, provide resumes to verify experience for personnel.  
The facts you provide herein are subject to provisions outlined in Paragraph 4.3, Approval of Contractor's Staff, of Appendix A, Sample Agreement, of the RFP and Paragraph 5.2, Staff, of Appendix B, Statement of Work, of the RFP.

\_\_\_\_\_  
signed  
Authorized Representative (Proposer)

\_\_\_\_\_  
date

## **APPENDIX E**

### **TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW**

#### **LEGAL EDUCATION SERVICES FOR FEMALE INMATES**



## TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County  
within 10 business days of issuance of the solicitation document***

Proposer Name:	Date of Request:
Project Title:	Project No.

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

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review.  
*(Attach additional pages and supporting documentation as necessary.)*

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Request submitted by:

\_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Title)*

### For County use only

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

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

Results of Review - Comments:

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Date Response sent to Bidder: \_\_\_\_\_

## **APPENDIX F**

### **COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

### **LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

## **COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

### ***WE RECOGNIZE. . . .***

#### ***The importance of small business to the County. . .***

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

#### ***The County can play a positive role in helping small business grow. . .***

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

### ***WE THEREFORE SHALL:***

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

**COUNTY OF LOS ANGELES  
POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

## **APPENDIX G**

**LINK TO LISTING OF CONTRACTORS  
DEBARRED IN LOS ANGELES COUNTY**

**LEGAL EDUCATION SERVICES  
FOR FEMALE INMATES**

## **LINK TO LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY**

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

[http://lacounty.info/doing\\_business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)

## **APPENDIX H**

### **CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE**

### **LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
  - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

**2.203.070. Exceptions.**

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

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

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

## **APPENDIX I**

### **SAFELY SURRENDERED BABY LAW**

### **LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

# *Safely* Surrendered



No shame. No blame. No names.

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

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



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.

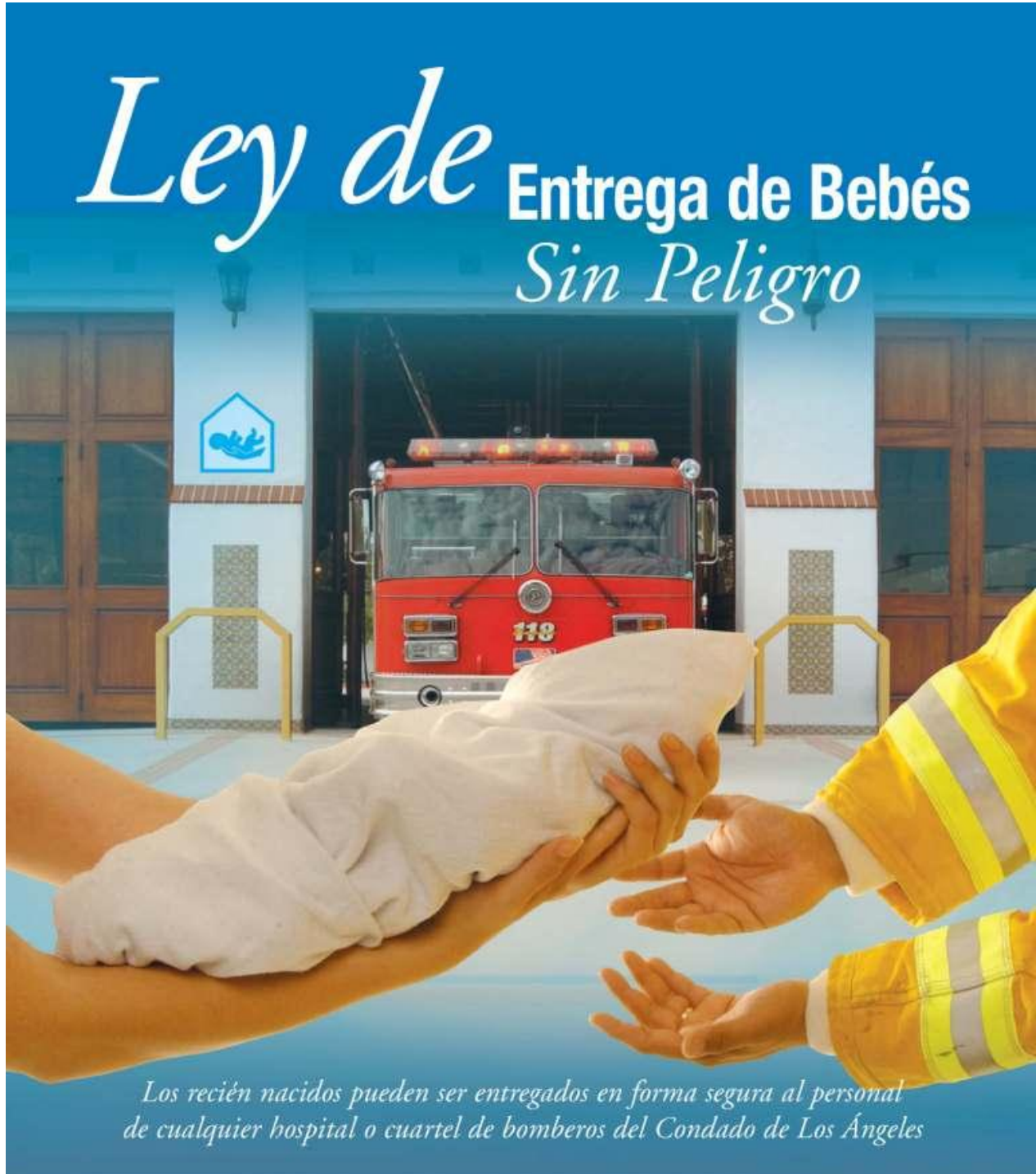
## A baby's story

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](http://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 Angeles. 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 Angeles 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.



## **APPENDIX J**

### **IRS NOTICE 1015**

#### **LEGAL EDUCATION SERVICES FOR FEMALE INMATES**



**IRS NOTICE 1015**

(Obtain latest version from IRS website -  
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>)



**Department of the Treasury  
Internal Revenue Service**

## **Notice 1015**

(Rev. December 2011)

### **Have You Told Your Employees About the Earned Income Credit (EIC)?**

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#### **What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

#### **Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2011 are less than \$49,078 that he or she may be eligible for the EIC.

#### **How and When Must I Notify My Employees?**

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

#### **How Will My Employees Know If They Can Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### **How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 tax return to get the \$829 refund.

#### **Can My Employees Get Advance EIC Payments?**

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice **1015** (Rev. 12-2011)  
Cat. No. 205991

## **APPENDIX K**

### **DEFAULTED PROPERTY TAX REDUCTION PROGRAM ORDINANCE**

### **LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

- 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.)

**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;
  - 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.)

## **APPENDIX L**

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

### **LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

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

Page 1 of 2

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### **RESOURCES**

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 13).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

#### **1. LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

## BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 2 of 2

### 2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

**The above information, including the organizations listed, provided under this sub-section of this Appendix K is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.**



## **APPENDIX M**

### **PERFORMANCE REQUIREMENTS SUMMARY CHART**

### **LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

# PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

## LEGAL EDUCATION SERVICES FOR FEMALE INMATES

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Subparagraph 3.2.1 – Specific Work - Curriculum	Contractor shall complete and submit a curriculum for each scheduled month of classroom instruction to the County Project Manager for approval not less than two (2) calendar weeks before the beginning of each calendar month.	Inspection of files	\$50 per non-compliance and \$50 per day thereafter until in compliance
SOW: Subparagraph 3.3.7 – Specific Work – Assessment Requirements	Contractor shall establish an electronic data file to capture, maintain, and analyze all test results. Contractor shall evaluate test results monthly, to assess the program's effectiveness in meeting its stated goals. Contractor shall affect changes in content delivery, or make changes to the curriculum as needed. Contractor shall, on a monthly basis, provide a summary of the data, accompanied by a brief analysis statement, to the County Project Manager and County Project Director.	Observation and inspection of files	\$50 per non-compliance and \$50 per day thereafter until in compliance
SOW: Paragraph 4.3 – Safety and Security Requirements	If at any time Contractor fails or refuses to comply with Paragraph 4.2 of SOW, Department may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order may be subject to claim for excess cost, damages, or extension of time under this Agreement.	Observation and inspection of files	\$50 per occurrence

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEES TO BE ASSESSED</b>
SOW: Subparagraph 4.8.2 – Safety and Security Requirements	Contractor shall develop/implement a corrective action plan, and provide a copy to the County Project Manager of such corrective action plan, within thirty (30) calendar days from the date of the second instance of exclusion.	Observation and inspection of files	\$50 per non-compliance and \$50 per day thereafter until in compliance
SOW: Paragraph 7.6 – Cancellation of Sessions	Make-up sessions: All canceled legal education training sessions that are cancelled for any reason, whether excused or non-excused, are not billable and shall be offered as billable make-up sessions within thirty (30) calendar days of the canceled legal education training session. Failure to provide make-up sessions, as agreed to in consultation with the County Project Director, may result in County's assessment of liquidated damages.	Observation and inspection of files	\$50 per non-compliance and \$50 per day thereafter until in compliance