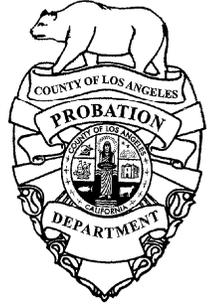




ROBERT B. TAYLOR
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT



October 7, 2008

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

Dear Supervisors:

**APPROVAL OF CONTRACT WITH SENTINEL OFFENDER SERVICES
TO PROVIDE AN ELECTRONIC MONITORING VIA GLOBAL
POSITIONING SATELLITE (GPS) SERVICES PROGRAM
FOR THE COUNTY OF LOS ANGELES
(3 VOTES, ALL SUPERVISORIAL DISTRICTS)**

SUBJECT

This contract is to provide an electronic monitoring program via global positioning systems for juvenile and adult probationers. The contract will be for a one (1) year term with four (4) successive one (1) year renewal options by mutual agreement fully financed by net County cost.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached contract with Sentinel Offender Services to provide an Electronic Monitoring Via Global Positioning Satellite (GPS) Services Program for the Probation Department on an "as needed" basis at an estimated annual amount of \$100,000 for a one (1) year period, effective November 1, 2008 or upon approval by your board, whichever is later. Funding for this contract will be included in the FY 2008-2009 Final Adopted Budget upon your Board's approval.

2. Delegate authority to the Chief Probation Officer to prepare and execute contract amendments to extend the contract term for up to four (4) additional 12-month periods upon approval as to form by County Counsel.

3. Delegate authority to the Chief Probation Officer to prepare and execute amendments to this contract for any decrease or increase not to exceed 10% of the per unit cost and/or 180 days to the period of performance pursuant to the terms contained therein, upon approval as to form by County Counsel. The Chief Probation Officer will notify the Chief Executive Office in writing within 10 business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of the recommended actions is to obtain approval of a contract (Attachment I) with Sentinel Offender Services to provide an Electronic Monitoring via Global Positioning Satellite (GPS) Services Program for the County of Los Angeles Probation Department.

The Los Angeles County Probation Department intends to utilize electronic monitoring via GPS technology per guidelines established by the Chief Probation Officer to supplement and enhance the supervision and monitoring of sex offenders and others to more effectively enforce court ordered conditions of probation, increase the accountability of adult and juvenile offenders placed on community supervision and provide greater public protection. GPS participants may include low to high-risk offenders referred to the program by Deputy Probation Officers (DPOs). The goal of these activities is to provide the highest level of service to the justice community while providing community protection.

The Probation Department will provide oversight of the contractor and will ensure accountability for the services provided. Approval of this contract will enable the Probation Department to monitor any person convicted of any felony violation of any applicable registered sex offense described in Penal Code section 290, as required under Senate Bill 588 (The sexual Predator Punishment and Control Act: Jessica's Law) as amended. GPS technology is a useful tool for monitoring sexual predators, other sex offenders, and other probationers (e.g. intensive supervision caseloads, domestic violence caseloads, etc.) as appropriate. The proposed contract will commence on November 1, 2008 or following approval by your Board, whichever is later.

Implementation of Strategic Plan Goals:

The recommended actions are consistent with the principles of the County Strategic Plan, Organizational Goal #3: Organizational Effectiveness: Ensure that service delivery systems are efficient, effective, and goal-oriented. Specifically, this project will enhance the Department's ability to monitor and supervise probationers, thus increasing the organizational effectiveness of the Department.

FISCAL IMPACT/FINANCING:

Funding for this contract totaling an estimated \$100,000, is included in the Department's FY2008/09 Supplemental Budget.

The price per GPS unit will range from \$3.89 to \$9.60 and is dependent on the level of monitoring and number of probationers placed in the program.

The proposed contract includes provisions for non-appropriation of funds and budget reductions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Pursuant to the contract, Sentinel Offender Services will provide consultation, monitoring, equipment, installation and removal, support services and custom reports for the GPS monitoring of probationers when requested.

The contractor agrees to give first consideration to hire permanent County employees targeted for layoff, or qualified former County employees who are on a re-employment list after the effective date of this contract and during the life of the contract.

In accordance with the Chief Executive Office memorandum dated October 6, 1997, this contract contains County requirements regarding the hiring of participants of the GAIN/GROW program, contractor non-responsibility and debarment, and jury service. The proposed contractor has been instructed to register on WebVen.

In accordance with the Auditor-Controller memorandum dated March 2, 2000, this contract contains County requirements regarding contractor non-responsibility and debarment.

There is no departmental employee relations impact since this is not a Proposition A contract. The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract.

Probation will not request the contractor to perform services that exceed the Board approved contract amount, scope of work, and/or contract term.

County Counsel has approved the contract as to form.

CONTRACTING PROCESS:

To solicit for these services, a competitive Request for Proposals (RFP) was utilized and issued on November 30, 2007. Approximately forty-six (46) letters were sent to potential proposers inviting them to respond to this RFP. Advertisements were run in the Los Angeles Times, Compton Bulletin and Lynwood Journal.

Notice of the solicitation was also made available on the County Internal Services Department's Web Internet site and the Probation Department Internet site. As a result, thirteen (13) potential providers attended the mandatory proposers' conference on December 19, 2007 and eight (8) proposals were received by the due date.

All proposals were evaluated using an initial screening "pass/fail" process, which was consistent with the Selection Process and Evaluation Criteria set forth in the RFP. One proposal (Satellite Tracking of People, Inc.) did not pass the initial screening process and seven proposals (Sentinel Offender Services, G4 Securicor Justice Services, Inc., Behavioral Interventions, Sky Detective, Rocky Mountain Offender Management Services, Secure Alert Corporation, and iSECUREtrac) passed the initial screening process.

An Evaluation Committee made up of Los Angeles County Probation staff was formed to evaluate all seven proposals that passed the initial screening. The evaluation factors listed in the RFP included the proposer's qualifications such as background, experience, work history and references; plan for providing services; and quality control plan. The proposals were scored by the evaluation committee using a point system which rated the proposal against each of the evaluation criteria.

The proposal submitted by Sentinel Offender Services received the highest rating by the evaluation committee. Sentinel Offender Services' proposal demonstrated an excellent working knowledge of the County's expectations, and the structure of the organization clearly demonstrated the ability to perform the required tasks. Sentinel Offender Services has made a firm commitment to comply with all RFP requirements.

No protests were received as a result of the solicitation.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended action will continue the County's efforts to ensure that service delivery systems are efficient, effective, and goal-oriented. Specifically, this project will enhance the Department's ability to monitor and supervise probationers, thus increasing the organizational effectiveness of the Department.

CONCLUSION

Upon approval and execution of this contract, it is requested that the Executive Officer/Clerk of the Board send a copy of the adopted Board Letter and contract to:

1. Probation Department
Attention: Yolanda Young, Director
Contracts and Grants Management Division
9150 E. Imperial Hwy. Rm. A66
Downey, CA 90242

2. Sentinel Offender Services
Attention: Robert Contestabile, President
220 Technology Dr. Ste. 200
Irvine, CA 92618

Respectfully submitted,



ROBERT B. TAYLOR
Chief Probation Officer

RBT:YY:CK:or

Attachment
c: County Counsel



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SENTINEL OFFENDER SERVICES

FOR

**ELECTRONIC MONITORING VIA GLOBAL
POSITIONING SATELLITE SERVICES PROGRAM**

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS	1
2.0	DEFINITIONS	2
3.0	WORK	4
4.0	TERM OF CONTRACT	4
5.0	CONTRACT SUM	4
6.0	ADMINISTRATION OF CONTRACT- COUNTY	6
6.1	COUNTY'S CONTRACT MANAGER	6
6.2	COUNTY'S PROGRAM MANAGER.....	6
6.3	COUNTY'S CONTRACT MONITOR	7
7.0	ADMINISTRATION OF CONTRACT - CONTRACTOR	7
7.1	CONTRACTOR'S PROJECT DIRECTOR.....	7
7.2	APPROVAL OF CONTRACTOR'S STAFF	8
7.3	BACKGROUND & SECURITY INVESTIGATIONS	8
7.4	CONFIDENTIALITY.....	10
7.5	NEPOTISM.....	11
7.6	CONTRACTOR STAFF IDENTIFICATION	11
8.0	STANDARD TERMS AND CONDITIONS	11
8.1	AMENDMENTS.....	11
8.2	ASSIGNMENT AND DELEGATION	12
8.3	AUTHORIZATION WARRANTY.....	13
8.4	BUDGET REDUCTIONS.....	13
8.5	CHANGE NOTICES AND AMENDMENTS	13
8.6	COMPLAINTS	14
8.7	COMPLIANCE WITH APPLICABLE LAW	15
8.8	COMPLIANCE WITH CIVIL RIGHTS LAWS	16
8.9	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM.....	16
8.10	CONFLICT OF INTEREST	18
8.11	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	18

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.12	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	18
8.13	CONTRACTOR RESPONSIBILITY AND DEBARMENT	19
8.14	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT	21
8.15	CONTRACTORS ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	21
8.16	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	22
8.17	COUNTY'S QUALITY ASSURANCE PLAN	22
8.18	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	23
8.19	EMPLOYMENT ELIGIBILITY VERIFICATION	23
8.20	FACSIMILE REPRESENTATIONS	23
8.21	FAIR LABOR STANDARDS	24
8.22	GOVERNING LAW, JURISDICTION, AND VENUE	24
8.23	INDEPENDENT CONTRACTOR STATUS	24
8.24	INDEMNIFICATION.....	25
8.25	GENERAL INSURANCE REQUIREMENTS	25
8.26	INSURANCE COVERAGE REQUIREMENTS	27
8.27	LIQUIDATED DAMAGES	28
8.28	MOST FAVORED PUBLIC ENTITY	30
8.29	NONDISCRIMINATION AND AFFIRMATIVE ACTION	30
8.30	NON EXCLUSIVITY	31
8.31	NOTICE OF DELAYS.....	31
8.32	NOTICE OF DISPUTES	32
8.33	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT.....	32
8.34	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	32
8.35	NOTICES	32
8.36	PROHIBITION AGAINST INDUCEMENT OR PERSUASION.....	33

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.37	PUBLIC RECORDS ACT	33
8.38	PUBLICITY	34
8.39	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT.....	34
8.40	RECYCLED BOND PAPER	36
8.41	SUBCONTRACTING.....	36
8.42	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM	38
8.43	TERMINATION FOR CONVENIENCE	38
8.44	TERMINATION FOR DEFAULT	39
8.45	TERMINATION FOR IMPROPER CONSIDERATION	41
8.46	TERMINATION FOR INSOLVENCY	42
8.47	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	42
8.48	TERMINATION FOR NON-APPROPRIATION OF FUNDS	42
8.49	VALIDITY	43
8.50	WAIVER	43
8.51	WARRANTY AGAINST CONTINGENT FEES	43
9.0	UNIQUE TERMS AND CONDITIONS.....	43
9.1	THIS SECTION IS INTENTIONALLY OMITTED.....	43
9.2	CONTRACTOR’S OBLIGATIONS AS A “BUSINESS ASSOCIATE” UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPPA)	44
9.3	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM	44
9.4	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHTS.....	45
9.5	PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION	46
9.6	CONTRACTOR’S CHARITABLE ACTIVITIES COMPLIANCE.....	47
	SIGNATURES.....	48

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
STANDARD EXHIBITS		
A	STATEMENT OF WORK.....	49
B	PRICING SHEET	100
C	INTENTIONALLY OMMITTED	107
D	CONTRACTOR’S EEO CERTIFICATION	108
E	COUNTY’S ADMINISTRATION.....	110
F	CONTRACTOR’S ADMINISTRATION	112
G	EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER.....	114
G1	CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT	116
G2	CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT	117
G3	CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT	118
H	JURY SERVICE ORDINANCE	119
I	SAFELY SURRENDERED BABY LAW	123
J	CONFIDENTIALITY OF CORI INFORMATION	128
K	NOTICE TO EMPLOYER REGARDING THE FEDERAL EARNED INCOME CREDIT.....	130
L	PERFORMANCE REQUIREMENTS SUMMARY	132
M	CONTRACT DISCREPANCY REPORT	136
N	CONTRACTOR’S OBLIGATIONS AS A “BUSINESS ASSOCIATE” UNDER THE HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)...	138
O	DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARTMENT ORDINANCE	145
P	CERTIFICATION OF NO CONFLICT OF INTEREST	150
Q	FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION	152
R	ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS.....	154
S	CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXEPTION.....	156
T	CHARITABLE CONTRIBUTIONS CERTIFICATION	158

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
SENTINEL OFFENDER SERVICES**

TO PROVIDE ELECTRONIC MONITORING AND EQUIPMENT SERVICES

This Contract and Exhibits made and entered into this ____ day of _____, 2008 by and between the COUNTY of Los Angeles Probation Department, hereinafter referred to as County and Sentinel Offender Services, hereinafter referred to as CONTRACTOR. Sentinel Offender Services is located at 220 Technology Drive, Suite 200, Irvine, CA 92618.

RECITALS

WHEREAS, the County of Los Angeles, through its Probation Officer, is required by various state laws to supervise persons placed on Probation; and

WHEREAS, the County of Los Angeles, through its Probation Officer, is authorized under California Penal Code Section 1202.8, 1203.14 and 1208, Welfare and Institutions Code Section 236, AB1849 (Leslie) and SB619 (Speier) and otherwise to engage in activities designed to supervise persons placed on probation and to prevent adult and juvenile delinquency such as contemplated by this contract; and

WHEREAS, CONTRACTOR is duly qualified to engage in the business of providing electronic monitoring program warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

WHEREAS, CONTRACTOR has submitted a proposal to the COUNTY for provision of such services based upon competitive negotiation CONTRACTOR has been selected for recommendation by the Probation Officer for award of such contract.

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, and T are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Sheet
- 1.3 EXHIBIT C - Intentionally Omitted
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Employee Acknowledgement of Employer
- EXHIBIT G1 - Contractor Acknowledgement and Confidentiality Agreement
- EXHIBIT G2 - Contractor Employee Acknowledgement and Confidentiality Agreement
- EXHIBIT G3 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Confidentiality of CORI Information
- 1.11 EXHIBIT K - Notice to Employer Regarding the Federal Earned Income Credit
- 1.12 EXHIBIT L - Performance Requirements Summary
- 1.13 EXHIBIT M - Contract Discrepancy Report
- 1.14 EXHIBIT N - Contractor's Obligations as a "Business Associate" under the health insurance portability & accountability act of 1996 (HIPAA).
- 1.15 EXHIBIT O - Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance.
- 1.16 EXHIBIT P - Certification of No Conflict of Interest
- 1.17 EXHIBIT Q - Familiarity with the County Lobbyist Ordinance Certification
- 1.18 EXHIBIT R - Attestation of Willingness to Consider Gain/Grow Participants
- 1.19 EXHIBIT S - Contractor Employee Jury Service Program Certification Form and Application for Exception
- 1.20 EXHIBIT T - Charitable Contributions Certification

2.0 DEFINITIONS

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

- 2.1 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

- 2.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 Contractor Project Director:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 County Contract Monitor:** Person with responsibility of monitoring the contract and the CONTRACTOR. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.5 COUNTY Contract Manager:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract.
- 2.6 COUNTY Program Manager:** Person designated by County to manage the operations under this Contract.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

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

4.0 TERM OF CONTRACT

- 4.1 The term of this contract shall commence on November 1, 2008 or following Board of Supervisors' approval, whichever, is later, for a twelve (12) month period. It may be extended by the Chief Probation Officer upon mutual agreement for four (4) additional twelve (12) month periods.
- 4.2 The term of the contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of CONTRACTOR. All terms of the

contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

- 4.3 Contractor shall notify the Probation Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to Probation.

5.0 CONTRACT SUM

- 5.1 The contract payments under the terms of this contract will be the total monetary amount payable by COUNTY to the CONTRACTOR for Electronic Monitoring Via Global Positioning Satellite Services specified under this contract consistent with the costs listed in exhibit B. The estimated maximum amount of this contract for the first twelve (12) months, inclusive of all applicable taxes is \$100,000. If total annual costs, exceed \$100,000, payment shall continue to be made at the agreed upon costs listed in Exhibit B.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of the Contractor's duties, responsibilities, or 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, shall occur only with the County's express prior written approval.
- 5.3 Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.
- 5.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Probation Department at the address herein provided in *Exhibit E – County's Administration*.
- 5.5 **No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to

County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.6 Invoices and Payments

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

5.6.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Sheet*.

5.6.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.6.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.6.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Sandra Williams, Adult Services Bureau
Los Angeles County Probation Department
11234 East Valley Boulevard, Suite 302
El Monte, CA 91731

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

5.6.7 Local Small Business Enterprises – Prompt Payment Program

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

6.0 ADMINISTRATION OF CONTRACT – COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit E - County's Administration*. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY'S Contract Manager

Responsibilities of the COUNTY'S Contract Manager include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.5, Change Notices and Amendments; and
- providing direction to CONTRACTOR in the areas relating to County policy, information requirements, and procedural requirements.

6.2 COUNTY'S Program Manager

The responsibilities of the COUNTY'S Program Manager include:

- ensuring that the objectives of this Contract are met;
- facilitating changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.5 Change Notices and Amendments;
- meeting with CONTRACTOR'S Project Director on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR;
- overseeing the day-to-day administration of this Contract.

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

6.3 COUNTY'S Contract Monitor

The COUNTY'S Contract Monitor is responsible for the monitoring of the contract and the CONTRACTOR, also for providing reports to County's Contract Manager and County Program Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR'S Project Director

The CONTRACTOR shall provide its own full time officer or employee as Project Director. The Project Director or an approved alternate shall be available for telephone or pager contact twenty-four (24) hours a day, Monday through Sunday, including all COUNTY holidays. The Project Director shall provide overall management and coordination of this contract and shall act as the central point of contact with COUNTY and have access to technical assistance at all times.

7.1.1 When contract work is being performed at times other than described the Contract Manager, an equally responsible individual shall be designated to act for the Project Director.

7.1.2 The Contractor's Project Director is designated in *Exhibit F - Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Director.

7.1.3 The Contractor's Project Director shall be responsible for and have full authority to act for the CONTRACTOR on all matters relating to the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Program Manager and County's Contract Monitor on a regular basis.

7.1.4 The Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.

7.1.5 The Project Director must have a minimum of three (3) years demonstrated previous experience within the last five (5) years providing the contracted services.

7.1.6 The Project Director and alternate(s) must be able to read, write, speak, and understand English.

7.2 Approval of Contractor's Staff

COUNTY shall have the right to review the qualifications and approve the Project Director and any replacement recommended by CONTRACTOR.

7.2.1 Other CONTRACTOR Personnel

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

7.2.1.1 The CONTRACTOR shall be responsible for providing qualified staff to fulfill the contracted services.

7.2.1.2 The CONTRACTOR shall ensure that by the first day of employment, all person working on this contract shall have signed an acknowledgement form regarding confidentiality that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR shall retain the original CORI form and forward a copy to COUNTY Contract Manager within five (5) business days of start of employment. (Refer to Exhibit J).

7.2.2 CONTRACTOR Employee Acceptability

7.2.2.1 The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual. The CONTRACTOR shall be responsible for removing and replacing any employee within twenty-four (24) hours when requested to do so by the COUNTY Contract Manager.

7.3 Background and Security Investigations

CONTRACTOR shall be responsible for the ongoing implementation and monitoring of sub-sections 7.3.1 through 7.3.9. On at least a quarterly basis, CONTRACTOR shall report, in writing, monitoring results to COUNTY, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from COUNTY.

7.3.1 No personnel employed by the CONTRACTOR for this program having access to probation information or records shall have a criminal conviction record or pending criminal trial unless such

information has been fully disclosed and employment of the employee for this program is approved (in writing) by the Probation Department.

- 7.3.2 The COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on the contract under appropriate circumstances
- 7.3.3 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.3.4 The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual for this contract service.
- 7.3.5 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.
- 7.3.6 No personnel employed by the CONTRACTOR for this project shall be on active probation or parole currently or within the last three (3) years.
- 7.3.7 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the Probation Department.
- 7.3.8 The CONTRACTOR shall submit the names of its employees to the Contract Manager prior to the employee starting work on this contract. The COUNTY will schedule appointments to conduct background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time. **The CONTRACTOR'S employees shall not begin work on this contract before receiving clearance from COUNTY.**
- 7.3.9 Because COUNTY is charged by the State for checking the criminal records of CONTRCATOR'S employee, COUNTY will bill

CONTRACTOR to recover expense. The current amount is \$32.00 per record check which is subject to change by the State.

7.4 Confidentiality

7.4.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

7.4.2 Confidentiality of Adult and Juvenile Records

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

By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all adult and juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information related to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.

7.4.2.1 Employees of CONTRACTOR shall be given a form to sign (Refer to Exhibit J) regarding confidentiality of the information in adult and juvenile records. CONTRACTOR shall retain original CORI forms and forward copies to the COUNTY Program Manager within five (5) business days of start of employment.

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

7.4.3 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

7.4.4 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "*Contractor Employee Acknowledgment and Confidentiality Agreement*", Exhibit G2.

7.4.5 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the “*Contractor Non-Employee Acknowledgment and Confidentiality Agreement*”, Exhibit G3.

7.5 Nepotism

CONTRACTOR shall not hire nor permit the hiring of any person in a position funded under this contract if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR.

For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

The term "administrative capacity" means persons who have overall administrative responsibility for a program including selection, hiring or supervisory responsibilities.

7.6 Contractor's Staff Identification

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

The COUNTY reserves the right to change any portion of the work required under this contract, or amend such other items and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

8.1.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this contract, a Change Notice shall be prepared and signed by COUNTY'S Chief Probation Officer or his designee and CONTRACTOR'S Project Director.

8.1.2 For any revision which materially affects the scope of work, period of performance, payments, or any term and condition included under this Contract, a negotiated modification to this contract shall be executed by the Los Angeles COUNTY Board of Supervisors and CONTRACTOR.

- 8.1.3 As used herein, the term “materially” is defined as being a change of more than ten percent (10%) of the contract price contingent upon available funding, a change of more than one hundred eighty (180) days to any period of performance or a change in the work required which in the sole discretion of the COUNTY'S Chief Probation Officer warrants execution by the Board of Supervisors.
- 8.1.4 The COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the Chief Probation Officer or his designee.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 If 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 Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

Before the receipt of a fully executed copy of this contract, the CONTRACTOR shall furnish to the COUNTY a written list of persons authorized to execute, on behalf of the CONTRACTOR, agreements, contracts, modifications to contracts, or other documents as may be required by the COUNTY. (Refer to Exhibit F)

8.4 Budget Reductions

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

8.5 Change Notices and Amendments

The County reserves the right to change any portion of the work required under this contract, or amend such other items and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

8.5.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this contract, a Change Notice shall be prepared and

signed by County's Chief Probation Officer or his designee and CONTRACTOR'S Project Director.

- 8.5.2 For any revision which materially affects the scope of work, period of performance, payments, or any term and condition included under this Contract, a negotiated modification to this contract shall be executed by the Los Angeles County Board of Supervisors and CONTRACTOR.
- 8.5.3 As used herein, the term "materially" is defined as being a change of more than ten percent (10%) of the contract price contingent upon available funding, a change of more than one hundred eighty (180) days to any period of performance or a change in the work required which in the sole discretion of the COUNTY'S Chief Probation Officer warrants execution by the Board of Supervisors.
- 8.5.4 The COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the Chief Probation Officer or his designee.

8.6 **Complaints**

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

- 8.6.1 Within 15 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.6.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.6.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for county approval.
- 8.6.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.6.5 The Contractor shall preliminarily investigate all complaints and notify the County's Contract Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.6.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.6.7 Copies of all written responses shall be sent to the County's Contract Manager within three (3) business days of mailing to the complainant.

8.7 Compliance with Applicable Law

8.7.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.7.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7.3 Regulations

CONTRACTOR agrees to comply with all applicable Federal, State, and local laws, including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR'S program.

8.7.4 Illegal Acts

CONTRACTOR agrees not to engage in or permit any religious proselytizing or political propagandizing in connection with the performance of this contract. CONTRACTOR further agrees to comply with the provisions of the Hatch Act, which limits political activity of employees and further, shall comply with Section 675e of Subtitle B of Title VI of Public Law, 97-35, as amended, which prohibits participation in political activities. In addition, CONTRACTOR agrees to comply with, where applicable, Public Law 101-121 (31 U.S.C. Section 1352) which prohibits influence of Federal financial transactions.

8.7.5 Safety Act

CONTRACTOR shall comply with the provisions of the Occupational Safety and Health Act of 1970 (29 U.S.C. 651 et seq.) and the California Occupational Safety and Health Act (Chapter 993 of the 1973 Statutes of California).

8.8 Compliance with Civil Rights Laws

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

8.9 Compliance with the County's Jury Service Program

8.9.1 Jury Service Program

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

8.9.2 Written Employee Jury Service Policy.

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

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

8.10 Conflict of Interest

8.10.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work. A copy of which is attached as *Exhibit P* and incorporated by reference into and made a part of this Contract.

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

8.11 Consideration of Hiring County Employees Targeted for Layoff/or Re-employment List

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

8.12 Consideration of Hiring Gain/Grow Program Participants

8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose,

consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the CONTRACTOR. A copy of which is attached as *Exhibit R* and incorporated by reference into and made a part of this Contract.

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

8.13 CONTRACTOR Responsibility and Debarment

8.13.1 Responsible Contractor

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

8.13.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County. A copy of which is attached as *Exhibit O* and incorporated by reference into and made a part of this Contract.

8.13.3 Non-responsible Contractor

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

a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 Contractor Hearing Board

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

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.14 CONTRACTOR'S Acknowledgement of COUNTY'S Commitment to Child Support Enforcement

The contractor acknowledges that the County places high Priority on the enforcement of the child support laws and the apprehension of child support evaders. The Contractor understands that is the County's policy to encourage all County's Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

8.15 CONTRACTOR'S Acknowledgement of COUNTY'S Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor

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

8.16 CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program

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

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

8.17 COUNTY'S Quality Assurance Plan

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

8.18 Damage to COUNTY Facilities, Buildings or Grounds

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

8.19 Employment Eligibility Verification

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

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

8.20 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions

of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.21 Fair Labor Standards

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

8.22 Governing Law, Jurisdiction, and Venue

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

8.23 Independent Contractor Status

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

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

8.23.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers'

Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.23.4 As previously instructed in Sub-paragraph 7.4 - Confidentiality, the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the “*Contractor Employee Acknowledgement, and Confidentiality Agreement*”, *Exhibit G2*. The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the “*Contractor Non-Employee Acknowledgement, and Confidentiality Agreement*”, *Exhibit G3*.

8.24 Indemnification

The Contractor shall indemnify, defend and hold harmless the 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 Contract.

8.25 General Insurance Requirements

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.25.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Oscar Rivas, Contract Analyst
County of Los Angeles Probation Department
Contracts and Grants Management Division
9150 East Imperial Highway, Room A-62
Downey, California 90242

prior to commencing services under this Contract. Such certificates or other evidence shall:

A. Specifically identify this Contract;

- B. Clearly evidence all coverages required in this Contract;
- C. Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- D. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and
- E. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.25.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.25.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.25.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- A. Any accident or incident relating to services performed under this Contract which involves injury or property damage which

may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

- B. Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- C. Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Program Manager.
- D. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.25.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.25.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- A. The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- B. The Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

8.26 Insurance Coverage Requirements

8.26.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

8.26.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

8.26.3 Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.26.4 Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate. Such coverage shall be continued for two years beyond the expiration of the Agreement, or the policy shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

8.26.5 Crime Coverage- insurance in an amount of not less than one hundred thousand dollars (\$100,000) covering against loss of money, securities, or other property related to hereunder which may result from employee dishonesty, forgery, alteration, theft, disappearance, and destruction, computer fraud, burglary and robbery.

8.27 Liquidated Damages

8.27.1 If, in the judgment of the Chief Probation Officer, or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, or his designee, 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 the Contractor’s invoice for work not

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

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

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Exhibit L*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.27.3 The action noted in Sub-paragraph 8.27.2 shall not be construed as a penalty, but as an adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.27.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph

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

8.28 Most Favored Public Entity

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

8.29 Nondiscrimination and Affirmative Action

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

8.29.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.

8.29.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.29.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

8.29.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or

political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.29.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.29 when so requested by the County.

8.29.7 If the County finds that any provisions of this sub-paragraph 8.29 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.30 Non-Exclusivity

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

8.31 Notice of Delays

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

8.32 Notice of Disputes

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

8.33 Notice to Employees Regarding the Federal Earned Income Credit

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

8.34 Notice to Employees Regarding the 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 *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.35 Notices

8.35.1 Notices required or permitted to be given under the terms of this contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States, Post Office or substation thereof, or any public mail box; and any such notice and the envelope containing same shall be addressed to CONTRACTOR at his place of business as designated below, or such other place as may be hereinafter designated in writing by CONTRACTOR. The notices and envelopes containing same to COUNTY shall be addressed to:

Chief Probation Officer
Los Angeles County Probation Department
9150 East Imperial Highway
Downey, CA. 90242

Written notice shall be sent to CONTRACTOR'S Authorized Official addressed as follows:

Sentinel Offender Services
220 Technology Drive, Suite 200
Irvine, CA 92618
Attn: Alan S. Velasquez, Vice President

8.36 Prohibition Against Inducement or Persuasion

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

8.37 Public Records Act

8.37.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to subparagraph 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.37.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.38 Publicity

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

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

8.38.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.38 shall apply.

8.39 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other

costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.39.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.39.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.39 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.39.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39.4 The Inspection Methods that May Be Used Include:

On-site visits; interview of CONTRACTOR'S staff and program participants; attendance at meetings of Board of Directors, Advisory Board and/or Advisory Committee; review of case records, receipts, client/user complaints, monthly/quarterly performance reports, fiscal records, and CONTRACTOR'S internal monitoring and evaluation system. CONTRACTOR shall ensure the cooperation of all subcontractors, its staff and Board members in all such efforts.

- 8.39.5 In the event that such inspection reveals the violation of this contract, and the CONTRACTOR fails to correct any such violation to the satisfaction of the COUNTY within a reasonable time, as required by COUNTY, COUNTY may in its sole discretion suspend or terminate this contract.
- 8.39.6 Necessary program reports shall be submitted to Probation Department on a regular monthly basis as required. CONTRACTOR shall maintain on the premises a list of clients served under this contract.
- 8.39.7 The COUNTY reserves the right to modify the program and this contract based on the results of its evaluation(s) and review(s). In addition, the COUNTY may use the results in future contract decisions. The evaluation(s) shall include, but are not limited to, contract compliance, effectiveness of program planning and impact. Ongoing assessment of the program will be conducted by the COUNTY.

8.40 Recycled Bond Paper

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

8.41 Subcontracting

- 8.41.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.41.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A. A description of the work to be performed by the Subcontractor;
 - B. A draft copy of the proposed subcontract; and
 - C. Other pertinent information and/or certifications requested by the County.
- 8.41.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the

same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

- 8.41.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.41.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.41.6 The County's Project Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.41.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.41.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Oscar Rivas, Contract Analyst
County of Los Angeles Probation Department
Contracts and Grants Management Division
9150 East Imperial Highway, Room A-62
Downey, California 90242
562-940-2675
Email: OSCAR.RIVAS@probation.lacounty.gov

before any Subcontractor employee may perform any work hereunder.

8.42 Termination for Breach of Warranty to Maintain Compliance with COUNTY'S Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.44 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.43 Termination for Convenience

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

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

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.39, Record Retention and Inspection/Audit Settlement.

8.43.4 After the receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, his termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit his termination claim and invoice within the time allowed, COUNTY may determine on the basis of

information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.

- 8.43.5 Subject to the provisions of the paragraph immediately above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid CONTRACTOR by reason of the total or partial termination of work pursuant to this clause. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
- 8.43.6 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in the CONTRACTOR'S program.

8.44 Termination for Default

- 8.44.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Manager:
- A. Contractor has materially breached this Contract or;
 - B. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - C. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.44.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess

costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

- 8.44.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.44.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 8.44.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.44, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.44, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.43, Termination for Convenience.
- 8.44.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.44.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.44.2, be

entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Probation, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.24 - Indemnification.

- 8.44.6 The rights and remedies of the County provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 Termination for Improper Consideration

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

8.46 Termination for Insolvency

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

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

8.46.2 The rights and remedies of the County provided in this Sub-paragraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 Termination for Non-Adherence of COUNTY Lobbyist Ordinance

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

8.48 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds

are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.49 Validity

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

8.50 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 Warranty Against Contingent Fees

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

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

9.0 Unique Terms and Conditions

9.1 This Section is Intentionally Omitted

9.2 CONTRACTOR’S OBLIGATIONS AS A “BUSINESS ASSOCIATE” UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit N* in order to provide those services. The County and the Contractor therefore agree to the terms of *Exhibit N, Contractor’s Obligations As a “Business Associate” Under Health Insurance Portability & Accountability Act of 1996 (HIPAA)*.

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM.

9.3.1 This Contract 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.

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

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

9.3.4 If the Contractor has obtained County 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 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 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if the Contractor is no longer eligible for certification as a result in a change of their status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

9.4 Ownership of Materials, Software and Copyrights

- 9.4.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract.
- 9.4.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.4.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.4.4 The County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary

and/or confidential items without the prior written consent of Contractor.

9.4.5 Notwithstanding any other provision of this Contract, the County will not be obligated to Contractor in any way under sub-paragraph 9.4.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.4.3 or for any disclosure which County is required to make under any state or federal law or order of court.

9.4.6 All the rights and obligations of this sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

9.5 Patent, Copyright & Trade Secret Indemnification

9.5.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.5.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.6 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 Contractors to complete the Charitable Contributions Certification, Exhibit T, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

/

/

/

/

/

/

/

/

/

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

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

SACHI HAMIA
Executive Officer and Clerk
Board of Supervisors

By _____
Deputy

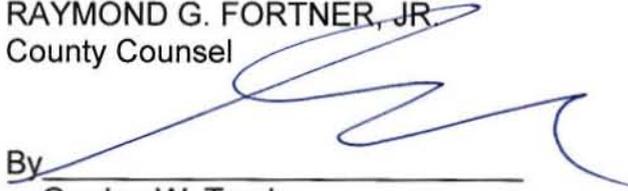
CONTRACTOR: *Alan Velasquez*
By SENTINEL OFFENDER SERVICES
Name

ALAN VELASQUEZ
Typed or Printed Name

VICE PRESIDENT
Print Title

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By 
Gordon W. Trask
Principal Deputy County Counsel

APPENDIX A

STATEMENT OF WORK

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK	51
2.0	SPECIFIC TASKS.....	51
2.2	Consultation	51
2.3	Orientation/Enrollment.....	52
2.4	Monitoring.....	52
2.5	Specified Equipment	53
2.6	Installation	55
2.7	Support Services	55
2.8	Target Population	56
2.9	Target Area	56
2.10	Public Review.....	56
3.0	QUALITY CONTROL	56
4.0	QUALITY ASSURANCE PLAN	58
4.1	Performance Evaluation Meetings.....	58
5.0	DEFINITIONS	59
6.0	RESPONSIBILITIES	60
	<u>COUNTY</u>	
6.1	Personnel	61
6.2	Furnished Items.....	61
	<u>CONTRACTOR</u>	
6.3	Project Director.....	61
6.4	Personnel	62
6.5	Uniforms/Identification Badges.....	62
6.6	Materials and Equipment.....	62
6.7	Training	62
6.8	Contractor's Office.....	62
7.0	HOURS/DAYS OF WORK	63
8.0	WORK SCHEDULES	63
9.0	UNSCHEDULED WORK.....	63
10.0	PERFORMANCE REQUIREMENTS SUMMARY.....	64
	STATEMENT OF WORK TECHNICAL EXHIBIT 1 PROCEDURES HANDBOOK.....	65

APPENDIX B STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The purpose of the Global Positioning Satellite (GPS) Services Program is to enhance public safety and ensure the probationer's accountability through the use of GPS monitoring technology. Utilizing this technology will assist the Deputy Probation Officer (DPO) in monitoring the probationer's compliance with legal mandates, court orders, and a treatment plan that will facilitate a positive behavioral change and reduce the risk of recidivism. The Contractor is responsible for providing the highest level of consistent, reliable and accurate service to the County of Los Angeles. The CONTRACTOR must have the ability to operate a dependable, continuous and accurate GPS monitoring system throughout the County of Los Angeles and any area within the state of California where a program participant resides. The CONTRACTOR shall agree to maintain the confidentiality of all existing records, legal documents and related information.

2.0 SPECIFIC TASKS

2.1 CONTRACTOR shall provide services necessary to operate a GPS Monitoring program of adult and juvenile Probationers for the County of Los Angeles. While a vast majority of probationers shall reside in Los Angeles County, probationers may reside in all areas of the State of California. The program will consist of consultation, orientation, enrollment, monitoring, specified equipment, installation and support services for program participants.

2.2 Consultation

Contractor shall:

2.2.1 Provide that the Project Director and/or appropriate staff be available, at no cost to the COUNTY, to testify regarding a program participant or in regard to program methodology, upon request or in response to a court subpoena or in any judicial proceeding.

2.2.2 Be available at no cost to the COUNTY to meet with Courts and other criminal justice agency representatives as a consultant to the Probation Department.

2.2.3 Conduct on-site inspections and audits to review and monitor all program components, including but not limited to participant card files, monitoring records, and other records to ensure CONTRACTOR compliance to contract provisions.

- 2.2.4 Provide access, at any time, for COUNTY Contract Manager, COUNTY Program Manager and/or individuals/groups designated by COUNTY Contract Manager or COUNTY Program Manager to inspect records, offices or facilities being maintained in conjunction with this program.
- 2.2.5 The CONTRACTOR shall share with the COUNTY information relating to research findings and new developments in the GPS monitoring industry.
- 2.2.6 Advise the Probation Department of any and all innovations and new equipment in the GPS monitoring industry and provide the Probation Department with the latest technology.

2.3 Orientation/Enrollment

- 2.3.1 Assign and install passive, intermediate or active monitoring equipment to all participants within the established time frames established by the COUNTY.
- 2.3.2 CONTRACTOR'S case manager(s) shall meet, in person, with program participants referred by the Probation Department.
- 2.3.3 Enroll program participants within time frames specified by the COUNTY in GPS Handbook (Technical Exhibit 1.)
- 2.3.4 Provide program participants with written program rules, regulations, complaint/grievance procedures, and equipment instructions at the time of enrollment regarding monitoring equipment and maintenance in the participant's primary language.
- 2.3.5 CONTRACTOR shall maintain complete and accurate records regarding participant orientation and enrollment into the program.

2.4 Monitoring

Contractor shall:

- 2.4.1 Perform to the standards in Exhibit L, Performance Requirement Summary Chart.
- 2.4.2 Be responsible for the daily, twenty-four (24) hour, continuous, GPS monitoring of program participants.
- 2.4.3 Provide means of verifying all past and real-time movements of the Program Participant.

- 2.4.4 Provide adequate numbers of staff monitoring personnel necessary to monitor and document the activities of the program participants on a daily, 24-hour, continuous basis to determine if they are in compliance with all conditions of Probation, the court orders and/or program requirements.
- 2.4.5 Monitor participant's adherence to the program rules and regulations and report compliance and noncompliance as stated in GPS Handbook (Technical Exhibit 1.)
- 2.4.6 Create and maintain a case file for each probationer referred for participation in the GPS monitoring program. Record and keep signed copies of all documentation including instructions regarding monitoring, maintenance of equipment, and program rules and procedures. The CONTRACTOR shall ensure that case files be made available to Probation upon request.
- 2.4.7 Notification to the designated persons of the probable violation of program guidelines and conditions of probation within the time limits as stated in the GPS Handbook (Technical Exhibit 1.)
- 2.4.8 Provide immediate, documented telephonic notification of tamper alarms. Immediate documented telephonic notification is defined as a person to person telephonic notification to probationers' DPO, SDPO or Director within one hour of the alarm. Replacement, if necessary, must occur within twenty-four (24) hours of initial tamper alarm. All replacements, repairs and resets must be documented.
- 2.4.9 Provide immediate, documented telephonic notification in instances where the program participant is not complying with program guidelines or terms and conditions of Probation.
- 2.4.10 Notify appropriate persons by standardized reports of a participant's compliance, or lack thereof, to these requirements within established time frames.
- 2.4.11 Maintain complete and accurate records regarding participant compliance or lack of compliance to program guidelines, court orders, and/or terms and conditions of probation.

2.5 Specified Equipment

- 2.5.1 The CONTRACTOR shall provide complete and highly reliable, continuous GPS monitoring equipment, hardware, software and service for selected adult and juvenile participants supervised by the Los Angeles County Probation Department.

2.5.2 COUNTY requires CONTRACTOR to include the following:

- 2.5.2.1 Provide and maintain highly-dependable, continuous GPS monitoring equipment recommended and justified to the COUNTY by the CONTRACTOR and approved by the COUNTY to ensure that program participants are monitored on a seven (7) day per week, 24-hour, continuous basis.
- 2.5.2.2 Tracking equipment attached to the participant will be as inconspicuous as possible.
- 2.5.2.3 Tracking equipment must have a low-battery alarm feature.
- 2.5.2.4 The battery life of the tracking equipment and receiver must either be sufficient to last throughout the entire term of the participant's participation or the battery must be replaced within twenty-four (24) hours of a "low battery" alarm received, prior to battery failure.
- 2.5.2.5 Tracking equipment strap must be equipped with tamper alarm and have adjustable sizing.
- 2.5.2.6 Tracking equipment must be water resistant and hypoallergenic.
- 2.5.2.7 Tracking equipment attached to the program participant will have a non-erasable unit serial number.
- 2.5.2.8 Tracking equipment attached to the program participant will have an identification label identifying the CONTRACTOR and giving a central telephone number.
- 2.5.2.9 Monitoring system software must be password protected.
- 2.5.2.10 Monitoring system must have flexible boundary/curfew scheduling capability.
- 2.5.2.11 Monitoring system must provide for twenty-four (24) hour pager alert for branch managers.
- 2.5.2.12 Monitoring system must provide expansion capability and internet access.
- 2.5.2.13 Monitoring system must provide custom event printouts.

2.6 Installation

Contractor shall:

- 2.6.1 Provide a computerized, GPS monitoring equipment inventory and maintain service history of each piece of equipment used within this program, including all repairs and/or replaced equipment.
- 2.6.2 Provide installation and removal of all GPS monitoring equipment within established time frames as described in GPS Handbook (Technical Exhibit 1.)
- 2.6.3 Provide repair and/or replacement of equipment within twenty-four (24) hours of discovery of a malfunction. Approved procedures must be followed to monitor client during period of time equipment is not functioning properly.
- 2.6.4 Maintain complete and accurate records regarding assignment, installation, replacement and removal of participant's GPS equipment.

2.7 Support Services

Contractor shall:

- 2.7.1 Furnish CONTRACTOR with guidelines and standards for the required services (GPS Handbook Technical Exhibit 1.) Additional procedures may be added, in the form of memoranda from COUNTY to CONTRACTOR or revisions to the GPS Handbook, throughout the term of the contract. The procedures, as well as subsequent procedures memoranda, shall be considered part of the contract.
- 2.7.2 Comply with Probation Department guidelines to assist in completing the required functions of the program as approved by the COUNTY.
- 2.7.3 Follow approved procedures to document the receipt and resolution of client disputes. Any disputes not resolved through this process within ten (10) business days of the receipt of the dispute by the CONTRACTOR will be referred to the COUNTY Contract Manager for mediation.
- 2.7.4 Investigate and respond to COUNTY in writing within ten (10) business days from receipt of complaint whenever COUNTY refers a complaint. The response shall include a statement of the facts, whether allegation is true or false, corrective action taken or planned if applicable and controls to prevent reoccurrence of the problem.

2.7.5 Establish and maintain participant case files in compliance with Probation Department guidelines. All case files shall remain the property of and under the jurisdiction of Probation.

2.7.6 Upon termination or expiration of this Contract, CONTRACTOR shall, at no cost to the COUNTY index all participant files and transport said files to a location specified by the COUNTY.

2.7.7 Provide statistical data as required by the Probation Department.

2.8 Target Population

This program's target population is adult and juvenile probationers. This population will be continuously monitored using GPS technologies, both passive and active, at the COUNTY'S sole discretion. Participants will include low to high-risk offenders, who will be placed on continuous GPS monitoring.

CONTRACTOR shall not solicit or accept participants to this program without referral from the Probation Department. Any participant referred to CONTRACTOR directly shall be immediately referred by the CONTRACTOR to the Probation Department for assessment.

2.9 Target Area

The County of Los Angeles and any area within the State of California where a program participant resides while under the supervision of the Los Angeles County Probation Department.

2.10 Publication Review

The COUNTY reserves the right to review and approve all publications and advertisements regarding this program prior to release.

3.0 QUALITY CONTROL

The CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. CONTRACTOR will provide a written plan describing how its systems will be tested and how performance standards will be met. The plan shall include a functional performance test and an evaluation of the monitoring equipment, with documented results each time the equipment is issued to a program participant. The plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but not be limited to:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
 - 3.1.1 An inspection system covering all the services listed in the Performance Requirements Summary (Exhibit L). It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individuals (s) who will perform the inspections.
 - 3.1.2 A computerized method of tracking equipment inventory.
 - 3.1.3 A computerized method of tracking maintenance, battery life, and service records specific to each piece of equipment that is minimally in accordance with the manufacturers suggested maintenance specifications and/or schedules.
 - 3.1.4 CONTRACTOR shall insure that all maintenance is performed by qualified/authorized personnel.
 - 3.1.5 Methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
 - 3.1.6 A file of all inspections conducted by the CONTRACTOR and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the contract as set forth in Section 8.39 of the Contract, "Record Retention and Inspection."
 - 3.1.7 Methods for ensuring uninterrupted service to Probation in the event of a strike of the COUNTY'S or the CONTRACTOR'S employees or any other unusual occurrence (i.e. power loss or natural disaster) which would result in the CONTRACTOR being unable to perform the contracted work.
 - 3.1.8 The methods for assuring that confidentiality of adult and juvenile records are maintained while in the care of CONTRACTOR'S employees.
 - 3.1.9 The methods for maintaining security of records and the methods for preventing the loss or destruction of data.
- 3.2 A record of all inspections conducted by the CONTRACTOR, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The COUNTY or its agents will evaluate the CONTRACTOR'S performance under this contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all contract terms and performance standards. CONTRACTOR'S deficiencies which COUNTY determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this contract or impose other penalties as specified in this contract.

The COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Exhibit L, "Performance Requirements Summary," or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract.

4.1 Performance Evaluation Meetings

4.1.1 The COUNTY'S Contract Manager may meet weekly with the CONTRACTOR'S Project Director during the first three (3) months of the contract if COUNTY Contract Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by Probation Personnel shall be signed by the Contractors Project Director and concur with the minutes, the CONTRACTOR shall state in writing to the COUNTY'S Contract Manager within five (5) business days of receipt of the signed minutes any areas wherein the CONTRACTOR does not concur.

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

4.2 The COUNTY shall have the right to require any CONTRACTOR personnel assigned to the contract who, in the sole discretion of the COUNTY Contract Manager, is unsatisfactory, will be removed immediately and replaced by the CONTRACTOR within twenty-four (24) hours.

4.3 Monthly Self-Monitoring Reports

CONTRACTOR shall produce at the end of each month informational reports that indicate the level and type of services rendered for the Probation Department. The CONTRACTOR will forward this report to the COUNTY'S

Contract Manager by the 10th working day of the following month for which the services were rendered. Report format and content is subject to final COUNTY review and approval.

4.4 Contract Discrepancy Report (Exhibit M)

Verbal notification of a Contract discrepancy will be made to the 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 the CONTRACTOR.

The COUNTY Contract Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the CONTRACTOR is required to respond in writing to the COUNTY Contract Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the COUNTY Contract Manager within ten (10) workdays.

5.0 DEFINITIONS

As used herein:

- 5.1 **Assessment** – Shall refer to an evaluation of a probationer by Probation to determine suitability for participation in GPS.
- 5.2 **Branch Manager** – An employee of the CONTRACTOR whose responsibility is to manage the activities of the branch office.
- 5.3 **Case Manager** – An employee of the CONTRACTOR whose responsibility is to provide the highest level of service to the Probation Department to ensure community safety. A Case Manager's duties include but are not limited to, providing participant with program rules and regulations; ongoing monitoring and documenting the participants' compliance or lack thereof; program compliance; reporting incidents of non-compliance and other reports.
- 5.4 **Contract Discrepancy Report (CDR)** – A report prepared by the Probation Department's Contract Manager to inform the CONTRACTOR of faulty service. The CDR requires a response from the CONTRACTOR within ten (10) work days, or as otherwise specified by the Contract Manager explaining the problem, outlining the remedial action being taken to resolve the problem and how recurrence of the problem will be prevented.

- 5.5 **County Contract Manager** – The Probation Chief Probation Officer or his designee with authority for COUNTY on contractual or administrative matters relating to the contract.
- 5.6 **COUNTY** – County of Los Angeles.
- 5.7 **Curfew** – The hours during which a participant is required to be at home.
- 5.8 **Days** – Calendar days, not business or working days.
- 5.9 **Enrollment** – The process of instructing a participant in the program guidelines and attaching the monitoring device to the participant. Enrollment is not complete until a successful “transmit” message is received from the equipment by the CONTRACTOR’S monitoring center.
- 5.10 **Installation** – Part of the enrollment process where the transmitter is fitted to the participant.
- 5.11 **Hours** – Sequential sixty (60) minute time frames.
- 5.12 **Mandatory Terms** – The terms “must” and “will” in this document are synonymous with “shall” and “mandatory.”
- 5.13 **Orientation** – That part of the enrollment process where the participant is instructed in the program guidelines and arrangements are made for the installation of the monitoring equipment.
- 5.14 **County Program Manager** – The COUNTY’S officer or employee responsible for administering the contract after contract award.
- 5.15 **Rules and Regulations** – The terms and conditions of program participation as determined by Probation and applicable laws.
- 5.16 **SUBCONTRACTOR** – Any person, entity or organization to which the CONTRACTOR has delegated any of its obligations hereunder in accordance with contract, Paragraph 8.40.
- 5.17 **System** – All hardware, software, services and documentation (including all enhancements thereto), developed for the Probation Department’s GPS Program.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The County Program Manager will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- 6.1.1 Monitoring the CONTRACTOR's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the CONTRACTOR in areas relating to policy, information and procedural requirements.

6.2 Furnished Items

- 6.2.1 The COUNTY shall provide CONTRACTOR with no real property and/or equipment necessary to perform the services required by the Statement of Work.
- 6.2.2 The CONTRACTOR shall furnish all personnel and equipment necessary to perform all services required by the Statement of Work.

CONTRACTOR

6.3 Project Director

- 6.3.1 CONTRACTOR shall provide a full-time Project Director or designated alternate. County must have access to the Project Director during all hours, 365 days per year. CONTRACTOR shall provide a telephone number where the Project Director may be reached on a twenty-four (24) hour per day basis.
- 6.3.2 Project Director shall act as a central point of contact with the County.
- 6.3.3 Project Director shall have 3 years of experience within the last 5 years.
- 6.3.4 Project Director shall hold a Bachelors degree in, criminal justice, administration of justice, business administration or a related field.
- 6.3.5 Project Director/alternate shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of the Contract. Project Director/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

6.4.1 CONTRACTOR shall assign a sufficient number of employees to perform the required work. **At least one employee on site shall be authorized to act for CONTRACTOR in every detail and must speak and understand English.**

6.4.2 CONTRACTOR shall be required to background check their employees as set forth in sub-paragraph 7.3– Background & Security Investigations, of the Contract.

6.5 Uniforms/Identification Badges

6.5.1 CONTRACTOR employees assigned to County facilities shall wear an appropriate uniform at all times. Uniform to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at CONTRACTOR's expense.

6.5.2 CONTRACTOR shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.6 – CONTRACTOR's Staff Identification, of the Contract.

6.6 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the CONTRACTOR. CONTRACTOR shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.7 Training

6.7.1 CONTRACTOR shall provide training programs for all new employees and continuing in-service training for all employees.

6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.8 CONTRACTOR's Office

CONTRACTOR shall maintain an office with a telephone in the company's name where CONTRACTOR conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints which may

be received about the CONTRACTOR's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The CONTRACTOR shall answer calls received by the answering service within two (2) hours of receipt of the call.**

7.0 HOURS/DAY OF WORK

The CONTRACTOR will be required to provide services 24 hours a day, 7 days a week, 365 days a year.

CONTRACTOR agrees that any work performed outside the scope of "Statement of Work" section of this document, without the prior written approval of the COUNTY in accordance with the contract, Section 8.5, "Changes Notices and Amendments", shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

8.0 WORK SCHEDULES

8.1 CONTRACTOR shall submit for review and approval a work schedule for each facility to the County Project Manager within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

8.2 CONTRACTOR shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Program Manager for review and approval within five (5) working days prior to scheduled time for work.

9.0 UNSCHEDULED WORK

9.1 The County Program Manager or his designee may authorize the CONTRACTOR to when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.

9.2 Prior to performing any unscheduled work, the CONTRACTOR shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the CONTRACTOR's estimate, the County Program Manager or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.

- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, CONTRACTOR shall contact County's Program Manager for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. CONTRACTOR shall submit an invoice to County's Project Manager within five (5) working days after completion of the work.
- 9.4 All unscheduled work shall commence on the established specified date. CONTRACTOR shall proceed diligently to complete said work within the time allotted.
- 9.5 The County reserves the right to perform unscheduled work itself or assign the work to another CONTRACTOR.

10.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, Exhibit L, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart should:

- ***reference section of the contract***
- ***list required services***
- ***indicate method of monitoring***
- ***indicate the deductions/fees to be assessed for each service that is not satisfactory***

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

STATEMET OF WORK

TECHNICAL EXHIBIT 1

**LOS ANGELES COUNTY PROBATION DEPARTMENT
GLOBAL POSITIONING SATELLITE PROGRAM
(GPS)**

PROCEDURES HANDBOOK

2007

TABLE OF CONTENTS

I	INTRODUCTION	1
II	PART I – RESPONSIBILITIES	
	Deputy Probation Officer	3
	Supervising Deputy Probation Officer	5
	Probationer.....	6
	Contractor	8
III	PART II – THE PROCESS	
	Eligibility Criteria.....	11
	Contractor Notification	12
IV	PART III - CONTRACTOR CASE PROCESSING	
	Probationer Enrollment.....	14
	Daily Contact List	17
	Type of Equipment.....	18
	Replacement / Repair of Equipment	19
	Tamper Alarms	20
	Reporting Guidelines	21
	New Arrests.....	22
	Probationer Change of Address	23
	Documentation.....	24
	Office Meetings	25
	Case Notes	26
	Quality Control	27

Monthly Reports..... 28

V PART IV – GLOSSARY

INTRODUCTION

PROGRAM PURPOSE

The purpose of the GPS Program is to enhance public safety and ensure the probationer's accountability through the use of electronic monitoring technology. Utilizing this technology will assist the Deputy Probation Officer (DPO) in monitoring the probationer's compliance with legal mandates, court orders, and a treatment plan that will facilitate a positive behavioral change and reduce the risk of recidivism.

TECHNOLOGY

GPS technology is different from traditional monitoring technology. Electronic Monitoring detects the presence or absence of an individual at a specific place, typically home. A GPS tracking unit will log GPS data points in short intervals while the probationer is both at home and in the community. GPS provides significantly more detail about a probationer's movement in the community, detail that assists with the supervision and behavior management/modification of higher risk probationers.

HANDBOOK PURPOSE

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

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

The Contractor providing GPS services for Los Angeles County on a daily 24-hour continuous basis shall comply with the Los Angeles County Probation Department's GPS Procedures Manual (GPSPM).

There shall be no deviation from the standards and/or procedures contained in this manual without the prior written approval of the Probation Department. The County will evaluate the Contractor's contract performance using various quality assurance measurements. Compliance with the GPSPM's standards and procedures will be one of those measurements.

PART I

RESPONSIBILITIES

DPO DUTIES AND RESPONSIBILITIES

GPS monitoring is a formidable tool in the arsenal of the DPO. It is not intended to replace active supervision of a probationer. DPO's are still required to complete home visits and regular casework activities as mandated by the court and/or Probation Department policies / procedures. Ultimately, the DPO is responsible for the safety and protection of the victims and of the people of the County of Los Angeles.

The DPO will:

- Ensure all GPS data is kept confidential as directed by CORI and applicable Probation Department policies and procedures.
- Complete assessment at first contact with probationer. The DPO will utilize any approved risk assessment or approved criteria for referral to participate in the GPS monitoring program.
- Provide the Contractor with court ordered conditions of probation, and ensure that the Contractor is notified of any special conditions regarding active restraining orders, restricted areas and boundaries, and court ordered injunctions and keep away orders.
- Make referral to the Contractor and approved timeline for completion of enrollment, which will be no more than forty-eight (48) hours from referral.
- Verify that the probationer is enrolled with the Contractor through a fax verification received by the Contractor upon completion of the enrollment/orientation process. The DPO will also review any weekly enrollment report provided by the Contractor.
- Notify the court that the probationer is eligible for GPS tracking, and recommend that GPS be added to the conditions of probation.
- Review information from the GPS monitor or equipment and address potential violations by 9:00 AM of the first business day following notification of a violation.
- Track progress of all violation reports and assures that they are delivered and addressed by the court. The DPO will ensure that all information, actions, or modifications made to the court are accurately updated in APS.
- Assure that the probationer does not leave the County of Los Angeles or the State of California without proper notification to the court or with authorization of the DPO. Any grant of permission to travel or relocate out of Los Angeles County must comply with all policies and procedures of the Los Angeles County Probation Department, PC1203.9, and Interstate Compact Rules.

- Assure that the Contractor is provided with his or her office telephone number and County issued cellular telephone number, as well as information related to caseload backup and immediate supervisor (Supervising Deputy Probation Officer (SDPO)) including the SDPO's telephone number and County issued cellular telephone number.
- Assist the probationer with technical problems with the monitoring equipment.
- Verify during any face-to-face contact with probationer that the equipment has not been altered or tampered with.
- Provide local law enforcement agencies with access code to view GPS data in "Read Only" form upon appropriate request.
- Make referral to the Contractor and approve timeline for removal of GPS equipment.
- DPO will notify local law enforcement in cases where assistance may be necessary, e.g., [arrests, house search, etc.]
- Make appropriate notifications consistent with Probation Department policies and procedures.

SUPERVISING DEPUTY PROBATION OFFICER DUTIES AND RESPONSIBILITIES

The SDPO is an integral partner in the success of the GPS monitoring program. The SDPO should be keenly aware of all facets of the GPS program. It is the inherent duty and responsibility of the SDPO to demonstrate the highest level of leadership and accountability. Ultimately, the success or failure of this program will be determined by how successful all parties can integrate: GPS technology, Contractor responsibility, program implementation by the DPOs and the participation of the probationer. The SDPO should ensure that each and every probationer supervised by their DPOs receive the treatment and supervision commensurate with the probationers' individual risks and needs. Once again, the SDPO must be aware of and acknowledge responsibility for the safety and protection of the victims and of the people of the County of Los Angeles.

The SDPO will:

- Ensure that all DPOs with probationers participating in the GPS program have a “backup partner” that will be available for handling emergencies, in the assigned DPO’s absence.
- Ensure that all probationers eligible for GPS monitoring are properly referred by the supervision DPO.
- Ensure that all probationers referred for GPS monitoring are appropriate for the program by reviewing and approving any referral to the Contractor, for services.
- Review DPO records to assure that all violation reports submitted to the court are being processed pursuant to Department policy.
- Audit probation records and review exception reports regarding probationers in the GPS monitoring program.
- Ensure that any disputes that may arise with the Contractor, DPO, or probationer are resolved quickly and professionally. If an issue cannot be resolved, the SDPO will notify the office Director or Project Manager.

PROBATIONERS RESPONSIBILITIES

The probationer is responsible for providing the highest level of commitment to the court, their DPO and the Contractor. By being a willing and committed partner in their own behavior management / modification program, the probationer will become a successful and productive member of society. It is the willing and committed probationer that will benefit the most from their behavior management / modification program and whose successes will be enjoyed long after the successful termination of probation.

Probationer will:

- Report to the Contractor as directed by the court or as instructed by the DPO.
- Provide one form of valid picture identification at the enrollment.
- Provide the Contractor with a verification of residence through a utility bill or rental agreement (in the probationer's name) or proper verification of current residence.
- Comply with all court orders, probation instructions, and program instructions with regards to active restraining orders, court ordered injunctions, court ordered keep away orders, and any statutory restrictions on travel, residence, or employment.
- Comply with Contractor's enrollment instructions, policies and procedures, maintenance and care of the monitoring equipment, including but not limited to:
 - Tampering with, modify or attempt to modify equipment
 - Allowing any other person to tamper with or modify equipment
 - Removing or attempting to remove any wrist or ankle transmitter(s)
 - Keeping battery on any portable unity charged at all times
 - Reporting any problem(s) to the Contractor and DPO immediately
 - Keeping all equipment in a safe, dry area and
 - Maintaining electrical service to residence. Informing Contractor and DPO of any anticipated interruption of service.

If power to the unit is lost through a power outage, a loss of service or the equipment malfunctions; the probationer shall contact the monitoring service immediately. The probationer shall comply with the instructions of the Contractor. Should the loss of reception be caused by equipment malfunction, the probationer should expect the issue to be resolved within 24 hours.

- Ensure that any equipment that is self-installed (installed by the probationer without the assistance of a technician) is complete within 2 hours of the completion of the enrollment/orientation conference. Proper installment and operation of equipment will be verified when the Contractor receives verification indicating that the equipment is functioning properly
- Provide written verification of successful enrollment to the DPO within 2 business days of referral.
- The probationer will not relocate from his or her residence without authorization from the court of the DPO. The probationer will not leave the County of Los Angeles or the State of California without written permission from the DPO or the court. Any relocation within the county must also be approved by the DPO prior to relocating.
- The probationer is responsible for immediately providing notification prior to any change of address to the DPO of record and the Contractor.

CONTRACTOR DUTIES AND RESPONSIBILITIES

The GPS Contractor is responsible for providing the highest level of consistent, reliable, and accurate service to the County of Los Angeles. By delivering this highest level of service to the Department, the Contractor will become a partner with the DPO in ensuring the safety and protection of the victims and of the people of the County of Los Angeles.

The Contractor will:

- Provide passive or active GPS monitoring of all probationers referred by the Los Angeles County Probation Department. Only enroll those probationers with a written referral for participation.
- Create and maintain a case file for each probationer referred for participation in the electronic monitoring program. Record and keep signed copies of all documentation including instructions regarding monitoring, maintenance of equipment, and program rules and procedures. Any case file will be available for review by the DPO or other departmental designee, and are subject to subpoena by the court, as well as the Contractor's monitoring personnel.
- Ensure the confidentiality of all probationers and case information, including information provided by the DPO.
- Provide the probationer with a face-to-face enrollment and orientation instructions verifying the probationer's identity through a picture ID and matching information on the referral form.
- Provide probationer with written program rules, regulations, probationer grievance procedures and instructions regarding monitoring equipment and maintenance.
- Provide the probationer with instructions on the proper charging of any battery-operated equipment. All batteries must have an average life span of 1 year, and the Contractor will inform the probationer of all procedures for the replacement of spent cells.
- Assure that all equipment is fitted properly and is secure on the probationer's wrist or ankle, when applicable.
- Make and keep appointment for the installation of any home based equipment. Should the equipment be installed by the probationer, the Contractor will ensure that the probationer is provided with all instructions and ensure that the equipment is properly installed within 2 hours of the completion of the enrollment / orientation interview.

- Provide passive or active monitoring of the probationer while the probationer is in the community.
- Provide the probationer with all emergency contact telephone numbers in the event of an interruption of monitoring. The Contractor will also provide the probationer with instructions regarding random back-up procedures, and the responsibility of the probationer in the event of a loss of monitoring capability.
- Provide DPO with access code for participating law enforcement agencies to allow them to view GPS data in “Read Only” form.

PART II

THE PROCESS

ELIGIBILITY CRITERIA

Eligibility criteria is determined by the Los Angeles County Probation Department with due regard for applicable Federal, State, and local statutes and mandates. This criteria is subject to change through legislative action, court order, and / or Probation Department policy / procedures.

Sex Registrant (SRG) -

- High Score Static 99 (6 points plus)
 - * One victim over a long period of time (multiple counts)
- Probationers that are not making progress in treatment program
- Probationers with repeated violations of probation conditions

Domestic Violence (DV)

- High Score Lethality Assessment
- Violation of restraining orders
- Probationers that are not making progress in treatment program
- Probationers with repeated violations of probation conditions
- Stalkers

Gang

- Violent gang related offense
- High risk score – Modified Wisconsin Risk Assessment
- Subject of Court ordered Gang Injunction
- Prior or current conviction of sales of narcotics

Being homeless or indigent does not exclude probationer from participating in the GPS program.

CONTRACTOR NOTIFICATION

A *CONTRACTOR NOTIFICATION* is completed by the DPO on all probationers referred to GPS and faxed to the Contractor. This Notification provides the following information:

- Court case number or booking number
- Conviction charge(s)
- Probationer's name, address and telephone number
- Referral date
- Risk assessment level (criminal offenders only)
- Probation status (includes "X" number, PDJ number, Deputy Probation Officer, Probation Area Office and telephone number)
- Driver's license status (valid, suspended, revoked, restricted, or none)
- Primary language

PART III

CONTRACTOR CASE PROCESSING

PROBATIONER ENROLLMENT

The Contractor will instruct the probationer to bring in picture identification, and a recent utility bill verifying the address of record. The enrollment process consists of program orientation, equipment installation and receipt of verification indicating equipment is functioning properly. Contractor will provide all probationers with installation instructions.

A. PROBATIONER ORIENTATION

1. INTERVIEW

During the initial enrollment interview the case manager will establish a case file, as described in paragraph 2 below, familiarize the probationer with program requirements. The orientation component of the enrollment process must include the following steps:

- a. Photocopy probationer's picture ID and utility bill for case file.
- b. Provide written rules and regulations to probationer, explain each point, including grievance procedures, have probationer initial each page, and sign the last page acknowledging that he/she has read, understood and received a copy of the program guidelines and agrees to comply.

2. SETTING UP CASE FILE

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

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

a. Left Side

1. Section 1

Contractor Notification

Terms and Conditions of Probation (and other court orders)
Utility Bill
Photo ID

2. Color Page

3. Section 2

Enrollment Notice
All other court notices
Completion/Termination Notice

b. Right Side

1. Section 1

Orientation Forms, or Client Contract, must be dated and signed by probationer and case manager. Included will be:

- Rules, regulations and consent form
- Grievance procedures

Chronological case notes

2. Color Page

3. Section 2

Original Schedule
First transmit or verification that equipment is functioning properly
Daily electronic monitoring activity reports
Schedule changes
Activity verification/documentation

B. Installation

1. Transmitter and strap are attached to probationer's ankle, by an installer either at a branch office, or the probationer's residence.
2. Record serial numbers of each piece of electronic monitoring equipment assigned to probationer on computerized equipment log.

3. When the receiving unit is plugged in, if it is working properly, the computer will receive verification that equipment is functioning properly. If this is done at a branch office, the probationer is instructed on how and where to install the equipment in the home.
4. Unless the equipment is installed by a technician at the place of residence, the probationer will be given the equipment and instructed to install it at the residence no more than 2 hours after leaving the branch office.
5. Monitoring center will notify case manager if they do not receive verification that equipment is functioning properly within the time specified.

DAILY CONTACT LIST

Contractor is required to notify DPO within twenty-four (24) hours of all enrollments, completions and terminations on a daily basis. Although the Daily Contact List was developed for this purpose, it is permissible for Contractor to utilize a computerized version of the form, instead, provided it contains all the pertinent information.

- A. Fax contact list to DPO daily at the end of the day, whether or not there was any activity.
- B. List must be legible and shall include all enrollments, completions and terminations.
- C. If an enrollment or completion occurred after the list was faxed, i.e., weekends, evenings, include the information on the next day's list
- D. All follow-up documents (Enrollment, Completion, Termination Notices) must bear the same date shown on the list.
- E. Proofread documents for accuracy in case name, number, dates.

TYPE OF EQUIPMENT

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

- A. The battery life of the transmitter and receiver must either be sufficient to last throughout the entire term of probationer's probation or the battery must be replaced within 24 hours of "low battery" alarm being received, prior to battery failure.

- B. Central monitoring computer must be set to perform an automatic monitor check-in with the field- monitoring device a minimum of every (1-2) hours. If check-in is not received within two (2) hours, a documented monitor response is required.

REPLACEMENT/REPAIR OF EQUIPMENT

If there appears to be any equipment problem, which compromises monitoring accuracy, contractors will provide for prompt repair or replacement of the equipment.

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

TAMPER ALARMS

Contractors must provide immediate documented telephonic response to tamper alarms.

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

REPORTING GUIDELINES

It is the Contractor's responsibility to track and report probationer's adherence to program guidelines. Contractors will notify DPO of the probable violation of conditions within the time limits established by the Probation Department using only Probation Department approved forms.

A. TYPES OF REPORTS

1. **NON-COMPLIANCE REPORT** - Reports any action by the probationer; which is in violation of the court's sentencing order or program guidelines. Incidents of non-compliance shall be reported to DPO. Reports any time a probationer is out during curfew and / or has left the prescribed limits of travel. Non-compliance notices shall be sent to the DPO\SDPO within the following time frames:
 - a. During court hours: Immediately
 - b. After court hours/weekends: Next business day
2. **COMPLETION NOTICE** - Reports the last day probationer is monitored after successfully completing the term specified by the court or probation department in the GPS program.
3. **ENROLLMENT NOTICE** - Reports the date the probationer actually enrolls with the Contractor; which includes equipment installation and verification that equipment is functioning properly.
4. **FAILURE TO ENROLL NOTICE** - Reports that probationer has failed to enroll by the date ordered by the court, or that a probationer failed to report to a branch office after release from custody
5. **STATUS REPORT** - Reports routine status of probationer's performance on the program or is sent after any other report, if the status changes.
6. **TERMINATION NOTICE** - Reports that probationer has been removed from the GPS program.

NEW ARRESTS

In the event that the participant is arrested while on GPS monitoring, the contractor shall immediately fax a Non-Compliance Report to the DPO and SDPO denoting that the probationer has been arrested.

In the event that the contractor is notified that the probationer is arrested while on monitoring, the contractor shall make arrangements with the arresting agency to retrieve the GPS equipment.

PROBATIONER CHANGE OF ADDRESS

A probationer may not move without prior approval of the DPO. Telephonic approval is acceptable, provided the phone call is documented in the case file and includes the date, time, and name of the DPO that confirmed the probationer's new address, telephone number, if applicable.

DOCUMENTATION

It is the Contractors' responsibility to account for the probationer's whereabouts 24 hours a day. Probation Department approved documentation must provide verification of probationers' whereabouts including probationers being in any prohibited/restricted area (highlighted).

OFFICE MEETINGS

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

- A. Check transmitter strap
- B. Collect verification of work and other approved activities
- C. Review activity reports since last office meeting and discuss any irregularities with probationer
- D. Set next appointment according to risk level:
 - 1. STANDARD - a minimum of every two weeks
 - 2. ENHANCED - every week. Thereafter, enhanced probationers who comply with all program guidelines may be seen once every 2 weeks.
- E. Enter all of the above in case notes

CASE NOTES

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

- A. Report any contact with probationer and any information pertinent to monitoring probationer's activities
- B. Report all schedule changes, reason, date, etc.
- C. Report all equipment problems, including the disposition

QUALITY CONTROL

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

- A. A functional performance test and evaluation of the equipment, with documented results, each time the equipment is issued to and returned by a program probationer, the Contractor will provide a written plan describing how its systems will be tested and how performance standards will be met.
- B. An inspection system assuring ongoing delivery of services; it must specify the activities to be audited/inspected on either a scheduled or unscheduled basis, how often audits/inspections will be accomplished, the title of the individual(s) who will perform and record the audits/inspections and the methods for identifying and preventing deficiencies in the quality of the system. All audits/inspection results must be documented and available for review by County during normal business hours.
- C. A computerized method of tracking equipment inventory, maintenance, battery life, and service records specific to each piece of equipment in accordance with suggested manufacturers' maintenance specifications
- D. A method for ensuring uninterrupted service to Probation in the event of a strike of Contractor's employees
- E. A method for ensuring that record confidentiality is maintained

MONTHLY REPORTS

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

A. MASTER LIST OF ALL CASES

Information to be reported on each case:

1. LAST NAME
2. FIRST NAME
3. COURT
4. COURT CASE NUMBER
5. CHARGE
6. CASE MANAGER
7. RISK LEVEL
8. BRANCH OFFICE
9. ENROLLMENT DATE
10. FINAL MONITORING DATE
11. # OF DAYS MONITORED

B. ACTIVE CASES IN EACH BRANCH

SORT BY CASE MANAGER

Information to be reported on each case:

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

PART IV

GLOSSARY

GLOSSARY

Active Equipment – An electronic monitoring device utilizing a continuous signal radio transmitter and receiver to monitor a probationer.

Assessment - An evaluation of a probationer referred to the program to determine suitability for participation in the GPS program

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

Completion - Fulfillment of all requirements of the court as listed on the Terms and Conditions or as directed by the court or Probation Department.

Concurrent - Applies to separate periods of confinement imposed for separate offenses which, by court order, may be served simultaneously

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

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

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

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

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

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

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

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

Hours - Sequential 60 minute time frames.

Installation - That part of the enrollment process where the transmitter is fitted to the probationer's ankle and activated. That part of the enrollment process where the monitoring equipment is installed in the probationer's home, equipment is switched on and verification that equipment is functioning properly is received at the monitoring center.

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

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

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

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

Probationer - Any probationer who is participating in GPS.

Project Director - Chief Probation Officer or his designee responsible for overall operations of GPS

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

Termination - Discontinuance of the probationer as directed by the court or Probation for non-compliance.

EXHIBIT B
PRICING SHEET

PRICING SHEET

ACTIVE GPS

TO BE USED FOR COUNTY OF LOS ANGELES - PROBATION DEPARTMENT ELECTRONIC MONITORING AND EQUIPMENT SERVICES

The undersigned offers to provide all labor and supplies necessary to provide Electronic Monitoring and Equipment Services as set forth RFP# 6400703

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be on a sliding scale, fixed-fee basis as provided upon the hereinafter proposed sliding scale, fixed rates. I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following contract execution.

I agree to provide the specified services for the County of Los Angeles - Probation Department in accordance with the attached specifications for the following submitted compensation, which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

I PROPOSE A SLIDING SCALE FIXED RATE/FEE FOR THE REQUIRED SERVICES USING GPS, AS FOLLOWS:

**1. Monitoring and support services only
(Does not include Orientation, Installation and Removal)**

1 -50	<u>7.15</u>	351 - 400	<u>6.90</u>	701 - 750	<u>6.51</u>
51 - 100	<u>7.13</u>	401 - 450	<u>6.85</u>	751 -800	<u>6.46</u>
101 - 150	<u>7.10</u>	451 - 500	<u>6.80</u>	801 - 850	<u>6.40</u>
151 - 200	<u>7.07</u>	501 - 550	<u>6.75</u>	851 - 900	<u>6.34</u>
201 - 250	<u>7.03</u>	551 - 600	<u>6.69</u>	901 - 950	<u>6.27</u>
251 - 300	<u>6.99</u>	601 - 650	<u>6.63</u>	951 - 1000	<u>6.21</u>
301 - 350	<u>6.95</u>	651 - 700	<u>6.57</u>	1001 - over	<u>6.16</u>

PRICING SHEET

ACTIVE GPS

2. Monitoring and support services (Including Orientation, Installation and Removal)

1 -50	<u>9.60</u>	351 - 400	<u>9.35</u>	701 - 750	<u>8.96</u>
51 - 100	<u>9.58</u>	401 - 450	<u>9.30</u>	751 -800	<u>8.91</u>
101 - 150	<u>9.55</u>	451 - 500	<u>9.25</u>	801 - 850	<u>8.85</u>
151 - 200	<u>9.52</u>	501 - 550	<u>9.20</u>	851 - 900	<u>8.79</u>
201 - 250	<u>9.48</u>	551 - 600	<u>9.14</u>	901 - 950	<u>8.72</u>
251 - 300	<u>9.44</u>	601 - 650	<u>9.08</u>	951 - 1000	<u>8.66</u>
301 - 350	<u>9.40</u>	651 - 700	<u>9.02</u>	1001 - over	<u>8.60</u>

PRICING SHEET

INTERMEDIATE GPS

TO BE USED FOR COUNTY OF LOS ANGELES - PROBATION DEPARTMENT ELECTRONIC MONITORING AND EQUIPMENT SERVICES

The undersigned offers to provide all labor and supplies necessary to provide Electronic Monitoring and Equipment Services as set forth RFP# 6400703

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be on a sliding scale, fixed-fee basis as provided upon the hereinafter proposed sliding scale, fixed rates. I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following contract execution.

I agree to provide the specified services for the County of Los Angeles - Probation Department in accordance with the attached specifications for the following submitted compensation, which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

I PROPOSE A SLIDING SCALE FIXED RATE/FEE FOR THE REQUIRED SERVICES USING GPS, AS FOLLOWS:

**1. Monitoring and support services only
(Does not include Orientation, Installation and Removal)**

1 -50	<u>6.85</u>	351 - 400	<u>6.52</u>	701 - 750	<u>6.22</u>
51 - 100	<u>6.78</u>	401 - 450	<u>6.49</u>	751 -800	<u>6.17</u>
101 - 150	<u>6.72</u>	451 - 500	<u>6.46</u>	801 - 850	<u>6.13</u>
151 - 200	<u>6.65</u>	501 - 550	<u>6.43</u>	851 - 900	<u>6.09</u>
201 - 250	<u>6.61</u>	551 - 600	<u>6.39</u>	901 - 950	<u>5.98</u>
251 - 300	<u>6.58</u>	601 - 650	<u>6.35</u>	951 - 1000	<u>5.90</u>
301 - 350	<u>6.55</u>	651 - 700	<u>6.28</u>	1001 - over	<u>5.84</u>

PRICING SHEET

INTERMEDIATE GPS

2. Monitoring and support services (Including Orientation, Installation and Removal)

1 -50	<u>9.30</u>	351 - 400	<u>8.97</u>	701 - 750	<u>8.67</u>
51 - 100	<u>9.23</u>	401 - 450	<u>8.94</u>	751 -800	<u>8.62</u>
101 - 150	<u>9.17</u>	451 - 500	<u>8.91</u>	801 - 850	<u>8.58</u>
151 - 200	<u>9.10</u>	501 - 550	<u>8.88</u>	851 - 900	<u>8.54</u>
201 - 250	<u>9.06</u>	551 - 600	<u>8.84</u>	901 - 950	<u>8.43</u>
251 - 300	<u>9.03</u>	601 - 650	<u>8.80</u>	951 - 1000	<u>8.35</u>
301 - 350	<u>9.00</u>	651 - 700	<u>8.73</u>	1001 - over	<u>8.29</u>

PRICING SHEET

PASSIVE GPS

TO BE USED FOR COUNTY OF LOS ANGELES - PROBATION DEPARTMENT ELECTRONIC MONITORING AND EQUIPMENT SERVICES

The undersigned offers to provide all labor and supplies necessary to provide Electronic Monitoring and Equipment Services as set forth RFP# 6400703

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be on a sliding scale, fixed-fee basis as provided upon the hereinafter proposed sliding scale, fixed rates. I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following contract execution.

I agree to provide the specified services for the County of Los Angeles - Probation Department in accordance with the attached specifications for the following submitted compensation, which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

I PROPOSE A SLIDING SCALE FIXED RATE/FEE FOR THE REQUIRED SERVICES USING GPS, AS FOLLOWS:

**1. Monitoring and support services only
(Does not include Orientation, Installation and Removal)**

1 -50	<u>4.91</u>	351 - 400	<u>4.59</u>	701 - 750	<u>4.32</u>
51 - 100	<u>4.86</u>	401 - 450	<u>4.55</u>	751 -800	<u>4.28</u>
101 - 150	<u>4.81</u>	451 - 500	<u>4.51</u>	801 - 850	<u>4.23</u>
151 - 200	<u>4.76</u>	501 - 550	<u>4.47</u>	851 - 900	<u>4.17</u>
201 - 250	<u>4.71</u>	551 - 600	<u>4.43</u>	901 - 950	<u>4.08</u>
251 - 300	<u>4.67</u>	601 - 650	<u>4.40</u>	951 - 1000	<u>3.98</u>
301 - 350	<u>4.63</u>	651 - 700	<u>4.36</u>	1001 - over	<u>3.89</u>

PRICING SHEET

PASSIVE GPS

2. Monitoring and support services (Including Orientation, Installation and Removal)

1 -50	<u>7.39</u>	351 - 400	<u>7.04</u>	701 - 750	<u>6.77</u>
51 - 100	<u>7.34</u>	401 - 450	<u>7.00</u>	751 -800	<u>6.73</u>
101 - 150	<u>7.29</u>	451 - 500	<u>6.96</u>	801 - 850	<u>6.68</u>
151 - 200	<u>7.21</u>	501 - 550	<u>6.92</u>	851 - 900	<u>6.62</u>
201 - 250	<u>7.16</u>	551 - 600	<u>6.88</u>	901 - 950	<u>6.53</u>
251 - 300	<u>7.12</u>	601 - 650	<u>6.85</u>	951 - 1000	<u>6.43</u>
301 - 350	<u>7.08</u>	651 - 700	<u>6.81</u>	1001 - over	<u>6.32</u>

EXHIBIT C

INTENTIONALLY OMITTED

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

SENTINEL OFFENDER SERVICES, LLC
Company Name
220 TECHNOLOGY DRIVE #200
Address
330929945
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.	(✓)	()

Alan Velasquez
Signature
ALAN VELASQUEZ, VICE PRESIDENT
Name and Title of Signer (please print)
Aug. 21, 2008
Date

EXHIBIT E

COUNTY ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO.

COUNTY CONTRACT MANAGER:

Name: Yolanda Young
Title: Contract Director
Address: 9150 East Imperial Highway, Room A-166
Downey, CA 90242
Telephone: 562-940-2728
Facsimile 562-803-6585
E-Mail Address: Yolanda.Young@probation.lacounty.gov

COUNTY PROGRAM MANAGER:

Name: Sandra Williams
Title: Director
Address: 11234 East Valley Boulevard, Suite 302
El Monte, CA 91731
Telephone: 626-575-4001
Facsimile 626-49-4030
E-Mail Address: Sandra.Williams@probation.lacounty.gov

COUNTY CONTRACT MONITOR:

Name: Sandra Torres
Title: Supervising Program Analyst
Address: 7639 S. Painter Avenue
Whittier, CA 90602
Telephone: 562-907-3004
Facsimile 562-464-2831
E-Mail Address: SANDRA.TORRES@probation.lacounty.gov

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

SENTINEL OFFENDER SERVICES

CONTRACTOR'S NAME

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: Lupe Martinez
Title: Regional Operations Director
Address: 17443 Lakewood Boulevard
Bellflower, CA 90706
Telephone: 562-272-4288 or Cell 562-244-1793
Facsimile 562-272-4293
E-Mail Address: lmartinez@sentrak.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Alan S. Velasquez
Title: Vice President
Address: 220 Technology Drive, Suite 200
Irvine, CA 92618
Telephone: 1800-929-8201 or 949-453-1550 X2236 or cell 949-678-0813
Facsimile 949-453-1554
E-Mail Address: avelasquez@sentrak.com

Notices to Contractor shall be sent to the following:

Name: Alan S. Velasquez
Title: Vice President
Address: 220 Technology Drive, Suite 200
Irvine, CA 92618
Telephone: 1800-929-8201 or 949-453-1550 X2236 or cell 949-678-0813
Facsimile 949-453-1554
E-Mail Address: avelasquez@sentrak.com

EXHIBIT G

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER

EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that Sentinel Offender Services is my sole employer for purposes of this employment.

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

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

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

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: 

DATE: 8/26/08

NAME: ALAN VELASQUEZ
Print

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

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

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME SENTINEL OFFENDER SERVICES Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

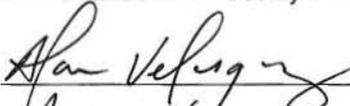
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition,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

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

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

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

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

SIGNATURE: 
PRINTED NAME ALAN VELASQUEZ
POSITION VICE PRESIDENT

DATE: 8/26/08

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H

JURY SERVICE ORDINANCE

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.

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

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.

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.

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.

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:

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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.

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.

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.

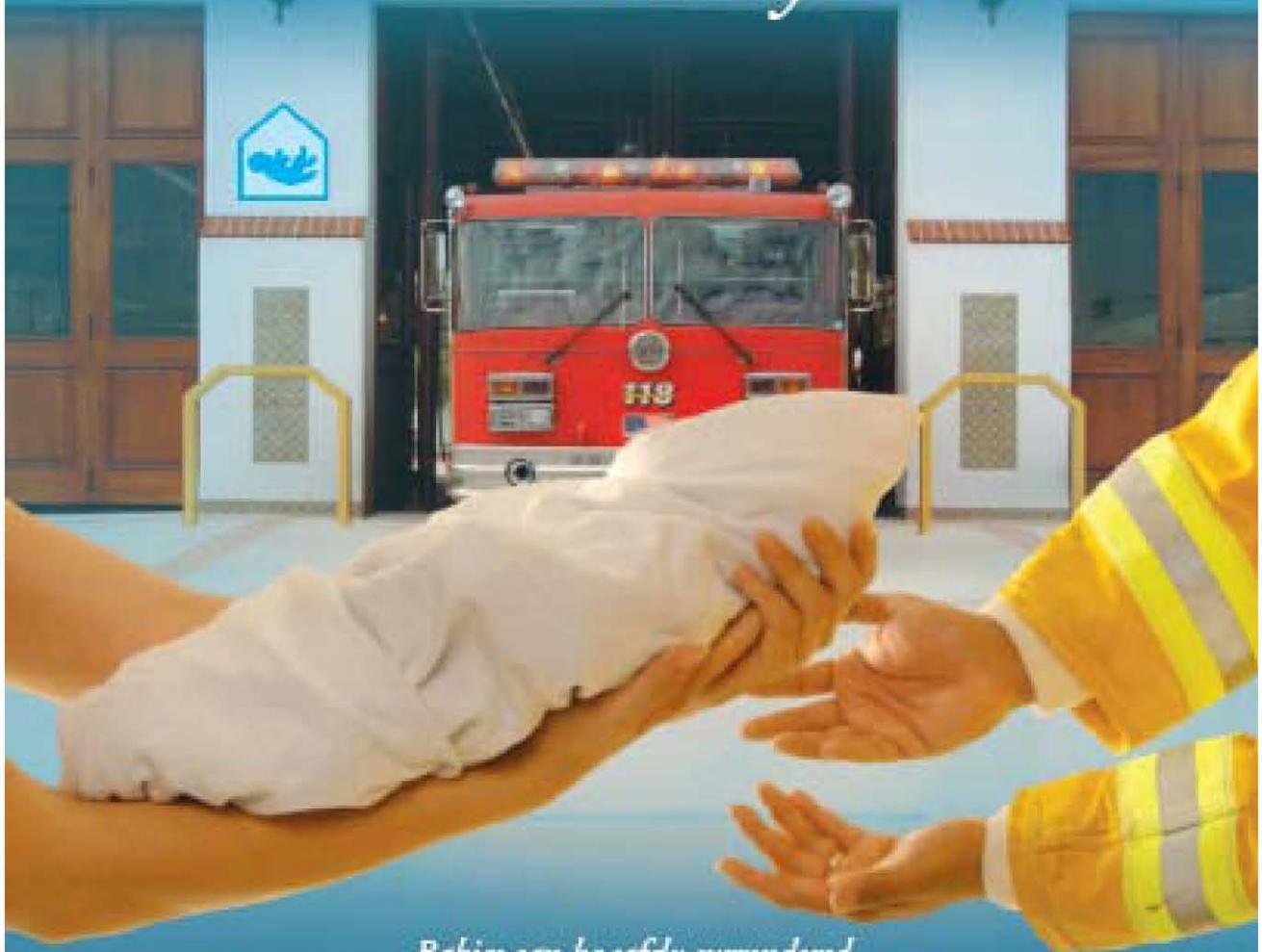
EXHIBIT I

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish
for Printing Purposes at the following Website:

www.babysafela.org

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-5723

www.babysafe.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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 signs 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 1-800-540-4088.

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 restrooms. Their parents may have been under severe emotional duress. 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 in name 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 Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE + 1-877-222-8723

www.babysafe.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 nombre ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizan boletines para poder localizarlo. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregó recibirá un brazalete igual.

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

Los padres que cambian de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Ellos pueden deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4008.

¿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, los 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 entregará al bebé que llene un cuestionario con la finalidad de acabar antecedentes médicos importantes, que resulten 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 situarán al bebé en un hogar seguro donde otras han atendido, y se comenzará el proceso de adopción.

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

Una vez que los padres o adultos hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden ir 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. Uno de los problemas que se han encontrado históricamente 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 sentido su embarazo, por temor a lo que pasaría a sus familias se moraban. 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 una 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 Hospital UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto servirá como identificación en caso de que la madre cambie de opinión con respecto a la entrega del bebé y decida 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 adoptar por el Departamento de Servicios para Niños y Familias.



EXHIBIT J

CONFIDENTIAL OF CORI INFORMATION

CONFIDENTIALITY OF CORI INFORMATION

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

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

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

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

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

(Signature)

Name (Print)

Title

Date

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

EXHIBIT K

NOTICE TO EMPLOYER REGARDING THE FEDERAL EARNED INCOME CREDIT

IRS NOTICE 1015

(Obtain latest version from IRS website -

<http://www.irs.gov/pub/irs-pdf/n1015.pdf>

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 2007)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from 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 2007 are less than \$39,783 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, 2008.

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 the IRS website at www.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 the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 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 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2007)
Cat. No. 20599I

EXHIBIT L

PERFORMANCE REQUIREMENTS SUMMARY

PERFORMANCE REQUIREMENTS SUMMARY

This Performance Requirements Summary (PRS) Chart lists the required services which will be monitored by the COUNTY during the term of this contract; the required standard of performance; the maximum deviation from the Acceptable Quality Level Standards (AQLS) which can occur before damages can be assessed; the method of COUNTY surveillance; and the liquidated damages for not meeting the AQLS.

Quality Assurance

On an on-going basis, CONTRACTOR performance will be compared to the contract standards.

The Probation Department may use a variety of inspection methods to evaluate the CONTRACTOR'S performance. The methods of surveillance which may be used, but not limited to, are:

- User and/or Staff Complaints
- Random Inspections
- Random and/or Judgmental Samplings

Criteria for Acceptance and Unacceptable Performance

Performance of a required service is considered acceptable when it meets the AQLS as set forth in Appendix C, Technical Exhibit 1. When the performance does not meet this standard, the CONTRACTOR will be notified promptly of any performance variances identified.

When an instance of unacceptable performance comes to the attention of Probation personnel, a User Complaint Form (UCR) may be filled out and forwarded to the Quality Assurance Evaluator. The complaint will be investigated, if necessary, and may be brought to the attention of the CONTRACTOR.

The CONTRACTOR shall be required to explain, in writing, within ten (10) calendar days of date of notice when performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented. CONTRACTOR will pay COUNTY for liquidated damages as provided herein.

The assessment of monetary damages against the CONTRACTOR for unacceptable services shall be calculated as shown on the Performance Requirement Summary (PRS) Chart.

Liquidated Damages

Periodically, the CONTRACTOR'S performance will be evaluated comparing service (as stated in the Performance Work Statement) with the AQL'S, using the method of surveillance. If the CONTRACTOR'S performance falls below the AQLS, liquidated damages shall be paid by CONTRACTOR as set forth in Appendix C, Technical Exhibit 1.

The CONTRACTOR will be notified promptly of any performance variance identified.

Corrective Action

The CONTRACTOR shall be required to immediately correct those activities found by Probation to be unacceptably performed at no additional cost to COUNTY.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	METHOD OF SURVEILLANCE	LIQUIDATED DAMAGES EXCEEDING THE AQL
Contract payments Contract 5.0	Monthly payment report from FSD	100%	- Review monthly reports	\$100 per day until rectified
Overall compliance with Scope of Work. Statement of Work, 1.0	Daily operation activities and user complaints	95%	- Random Inspections - Random Samplings - Information from Contractor Reports	\$100 per day until rectified
Overall compliance with Specific Tasks. Statement of Work, 2.0	Daily operation activities and user complaints	95%	- Random Inspections - Random Samplings - Information from Contractor Reports	\$100 per day until rectified
Prepare and submit monthly reports <u>Statement of Work</u> , 4.3	Reports submitted from contractor. County /contractor records	100%	- Random Inspections - Random Sampling - Information from Contractor Reports	\$250 per incident per occurrence
None of Contractor's employees shall have a criminal conviction or pending criminal trial unless record has been fully disclosed. Contract, 7.3.1	Quarterly reports Criminal Identification and Investigation reports	100%	- Random Inspections - Random Samplings	Up to \$100 per employee per occurrence
Fingerprint Contractor's current employees and prospective employees prior to employment. Contract, 7.3.8	Adhere to County requirements	100%	- Random Inspections - Random Inspections	Up to \$100 per employee per occurrence
Contractor shall reimburse County for record check. Contract, 7.3.9	Adhere to County requirements	100%	- Random Inspections - Random Samplings	Up to \$100 per employee per occurrence
Quality Control Plan Statement of Work, 3	Adhere to County requirements	100%	- Random Inspections - Random Samplings	Up to \$100 per occurrence
Contractor's Publicity Contract, 8.38	Adhere to County requirements	100%	- Random Inspections - Random Samplings	Up to \$100 per occurrence
Contractor in compliance with Standard Terms and Conditions. Contract, 8.0	Adhere to County requirements	100%	- User and/or Staff Complaints - Random Inspections - Random Samplings	Up to \$50 per occurrence

EXHIBIT M

CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: Prepared: _____

 Returned by Contractor: _____

 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT N

AGREEMENT CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

**AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY
ACT OF 1996 (HIPAA)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.4 “Individual” means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Health Information.
- 1.6 “Required By Law” means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 “Security Incident” means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 “Services” has the same meaning as in the body of this Agreement.
- 1.9 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
- (c) If either termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information upon Termination or Expiration

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

EXHIBIT O

DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE

**TITLE 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE**

2.202.010 Findings and declarations.

The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller.

2.202.020 Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county for a period of up to five years. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.
- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body and any joint powers authorities that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

**TITLE 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE**

2.202.030 Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.
- D. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in determining whether a contractor should be deemed non-responsible.

**TITLE 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE**

2.202.040 Debarment of Contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county, any other

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

- C. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
- D. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in making a debarment decision. The county shall have the right, in its discretion, to determine the period of time that the contractor may be debarred, which period may not exceed five years. In addition, upon a debarment finding by the board of supervisors, the county may, in its discretion, terminate any or all existing contracts the contractor may have with the county. In the event that any existing contract is terminated by the county, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

**TITLE 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE**

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

EXHIBIT P

CERTIFICATION OF NO CONFLICT OF INTEREST

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.

SENTINEL OFFENDER SERVICES

Proposer Name

VILE PRESIDENT

Proposer Official Title

Official's Signature

Alan Velazquez

EXHIBIT Q

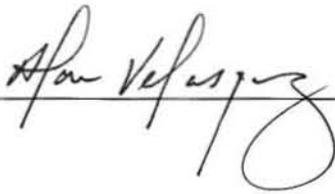
**FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION**

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1.) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2.) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3.) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____



Date: _____

Aug 21, 2008

EXHIBIT R

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

**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.

Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) NO

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

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: Sentinel Offender Services, LLC

Signature: 

Print Name: Julie L. Hunt

Title: Director Human Resources Date: 8/23/08

Tel.#: 949 4531550 Fax #: 949 4531554

EXHIBIT S

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is accepted from the Program.

Company Name: <i>Sentinel Offender Services</i>			
Company Address: <i>220 Technology Dr Suite 200</i>			
City: <i>Irvine</i>	State: <i>CA</i>	Zip Code: <i>92618</i>	
Telephone Number: <i>949 4531550</i>			
Solicitation For <i>GPS</i> 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: <i>Julie Hunt</i>	Title: <i>Director Human Resources</i>
Signature: <i>Julie Hunt</i>	Date: <i>8/23/08</i>

EXHIBIT T

CHARITABLE CONTRIBUTIONS CERTIFICATION

CHARITABLE CONTRIBUTIONS CERTIFICATION

SENTINEL OFFENDER SERVICES, LLC

Company Name

220 TECHNOLOGY DRIVE, #200

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act 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.

Signature

Alan Velasquez

Date

Aug. 21, 2008

ALAN VELASQUEZ, VICE PRESIDENT

Name and Title of Signer (please print)