



County of Los Angeles CHIEF EXECUTIVE OFFICE

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<http://ceo.lacounty.gov>

FESIA A. DAVENPORT
Chief Executive Officer

September 16, 2021

TO: Interested Parties

FROM: Songhai Armstead, Executive Director
Alternatives to Incarceration Division – Chief Executive Office

Subject: **REQUEST FOR STATEMENT OF INTEREST #CFCI 2021-02
CONTRACTING FOR CONSULTANT SERVICES FOR CARE FIRST,
COMMUNITY INVESTMENT FUNDS**

Board of Supervisors
HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

The Los Angeles County Chief Executive Office (CEO) Alternatives to Incarceration (ATI) Office is charged with developing and implementing justice reform efforts that fulfill the Board of Supervisor's (Board) vision of "Care First, Jail Last". On August 10, 2021, the Board adopted a motion replacing the Measure J Reimagine LA Advisory Committee with the Care First Community Investment (CFCI) Advisory Committee and, directed the CEO to retain a professional facilitator or consultant (Consultant) with expertise in racial equity, serving communities of color and low income communities, and in leading robust community engagement processes. Consultant will facilitate the CFCI Advisory Committee's community engagement process to ensure diverse community voices are elevated and incorporated into spending priorities, address the impact of racial injustice within the criminal justice systems, and promote strategies in five areas: (1) economic opportunity; (2) diversion, behavioral health, and mental/physical health; (3) education access and youth development; (4) housing; and (5) reentry.

The purpose of this Request for Statement of Interest (RFSI) is to identify interest from Consultants who will support the CFCI Advisory Committee and its community engagement efforts. Respondents to this RFSI must be able to provide the full scope of Consultant Services listed in Attachment I (Description of Services) as a single entity, joint venture or consortium (joint ventures and consortia must be structured as a single consultant and may have subcontractors experienced in leading and facilitating community engagement activities aimed at obtaining the opinions and ideas of underrepresented and underserved low income communities of the County of Los Angeles as directed by ATI).

As a result of this RFSI, CEO may enter contract negotiations with one Respondent who, based upon their Attachment II (Statement of Interest Response to Requested Information) and any additional information that CEO may choose to gather from Respondents either orally, through optional interviews, or in writing, can meet the service needs of CEO for Consultant Services. The proposed contract shall be based on Attachment III (Sample Contract).

The proposed Consultant Services contract term shall begin upon execution and remain in effect through June 30, 2023, with the option of two (2) additional one-year extension periods. Compensation for services shall be on a fixed fee for completed project deliverables. Consultant will be responsible for the full spectrum and oversight of the entire project as set forth in this RFSI.

A. RESPONSE SUBMISSION INSTRUCTIONS

1. Respondents interested in being considered for a contract to provide the Consultant Services described in Attachment I (Description of Services) and who meet the Minimum Requirements listed in Attachment II (Statement of Interest Response to Requested Information) must provide the following information to the location indicated in paragraph D prior to the indicated deadline.
 - a. Complete the fillable form in Attachment II (Statement of Interest Response to Requested Information) and provide any additional information requested.
 - b. Resumes for staff proposed for the Consultant contract.
 - c. A client list with information requested in Attachment II (Statement of Interest Response to Requested Information).
2. Responses submitted to the RFSI are not subject to any preferences in the response review process. Qualified respondents are encouraged to apply regardless of their location.
3. False, misleading, incomplete, or deceptively unresponsive statements in connection with any Response shall be sufficient cause for rejection of the Response. The review and determination in this area shall be at the sole judgment of the CEO and her judgment shall be final.

B. CONTACT INFORMATION/TIMELINE

All contact regarding this RFSI or any matter relating thereto must be in writing and e-mailed to:

ATISubmissions@ceo.lacounty.gov

RFSI Timeline

- Release RFSI**09/16/2021**
- Email Written Questions**09/22/2021**
by 12:00 p.m. Pacific Time (PT)
- Solicitation Conference**None**
- Questions & Responses**09/27/2021**
Please note, response to questions will be posted to the ATI website at:
<https://ceo.lacounty.gov/ati/cfci-consultant>
- Responses to RFSI**10/06/2021**
by 12:00 p.m. PT

C. INSTRUCTIONS TO SUBMIT QUESTIONS

When emailing written questions, please specify the RFSI section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the subject can be quickly found in the RFSI. County reserves the right to group similar questions when providing answers. The subject line for written questions must include: **RFSI #CFCI 2021-02 – Questions**.

Questions may raise concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Respondents or, due to unclear instructions, may result in the County not receiving the best possible responses from Respondents. All questions will be compiled with the appropriate answers and issued as an addendum to the RFSI.

D. SUBMISSION OF RESPONSE

Responses to this RFSI must be received by **Wednesday, October 6, 2021 by 12:00 p.m. (PT)**. It is the responsibility of the Respondent to ensure that their Response is submitted before this deadline. Responses received after this deadline shall be eliminated from consideration by the CEO. Responses must be sent via email to:

ATISContracts@ceo.lacounty.gov

Failure to respond to all requested information may result in the Respondent not being considered. CEO reserves the right to waive any informality in a Response.

E. RESPONSE REVIEW AND SELECTION PROCESS

1. CEO reserves the sole right to exercise its judgment concerning the selection and review of the contents of the Responses submitted pursuant to this RFSI and to determine which Respondent best serves the interests of County. As a result of this RFSI, the County may:
 - a. Request further information, documents, presentations, and/or conference call(s) or in-person interviews substantiating Respondent's qualifications, experience, and readiness to provide the services described in the RFSI; and
 - b. Enter contract negotiations with one or more Respondent(s) based on their Response; and/or
 - c. Take no further action.

2. Response Selection Process

The selection process will begin upon timely receipt of the Response. Review of the Responses will be conducted in two phases. Phase One will be conducted by designated CEO staff, and Phase Two will be conducted by a Review Committee selected by CEO. Each group doing the review in Phase One and Phase Two will conduct an unbiased review and have no financial gain given the outcome of the process. The Review Committee will conduct a comparative review to assess each Response as defined in the criteria listed below and rank the Responses.

a. Phase One – (Pass/Fail)

During Phase One, a pass/fail review will be made of the Responses to determine compliance with the submission deadline and the Minimum Requirements as indicated in Attachment II (Statement of Interest Response to Requested Information) of this RFSI. Failure by the Respondent to comply and demonstrate that it meets the Minimum Requirements may result in its Response being disqualified without prejudice or further review and consideration in CEO's sole discretion.

Verification of the Respondent's business status will be conducted by checking with all applicable databases which may include, but not be limited to, databases available with the California Secretary of State – Business Programs, Los Angeles County Debarment List, State's Suspended and Ineligible Provider List for Medi-Cal, Federal Debarment List (Office of Inspector General (OIG), Federal Excluded Parties List System (EPLS), and if applicable, a review of the Auditor Controller's Intranet website and the Contractor Alert Reporting Database reflecting past performance history on County contracts. CEO will contact Respondent in the event additional information is needed. Any Respondent appearing in one or more databases may be rejected in CEO's sole discretion.

b. Phase Two – (Comparative Review)

The Response will be reviewed on each of these factors:

- i. Appropriateness and suitability of the narrative response to Response Section 3.2.A on Respondent's consulting experience and expertise in utilizing diversity, equity, inclusion, and anti-racism targets and strategies in creating inclusive community engagement activities that lead to the development and implementation of innovative strategies and recommendations to address the impact of racial injustice within the criminal justice systems and at the core of disparities seen in underrepresented and underserved low income communities.
- ii. Appropriateness and suitability of the narrative response to Response Section 3.2.B on Respondent's experience in proven community engagement methods such as meeting facilitation, community surveys, listening sessions, town hall meetings, canvassing, and policy summits.
- iii. Appropriateness and suitability of the narrative response to Response Section 3.2.C on the Respondent's experience receiving, analyzing, and interpreting input from locally trusted community-based organizations, business leaders, faith-based agencies, local education agencies and advocacy groups, public agencies, current and former justice-involved youth and their families, justice-impacted individuals, and other stakeholders to address the impact of racial injustice, inequity and the

disproportionate criminalization of the underrepresented and underserved low income communities of the County of Los Angeles as directed by ATI.

- iv. Appropriateness and suitability of the narrative response to Response Section 3.3.A on how the Respondent will build collaborative partnerships with locally trusted community-based organizations, business leaders, faith-based agencies, local education agencies, and advocacy groups, public agencies, current and former justice-involved youth and their families, justice-impacted individuals, and other stakeholders providing services for hard-to-reach and historically underrepresented and underserved low income communities across the County of Los Angeles.
 - v. Appropriateness and suitability of the narrative response to Response Section 3.3.B on the Respondent's proposed staffing plan for performing Consultant Services, including the resumes and duties for each of the staff, if available, or a description of requirements, or duty statement of the anticipated staff for this service.
 - vi. Appropriateness and suitability of the narrative response to Response Section 3.3.C on the Respondent's proposed implementation plan to staff and start Consultant Services within 30 days of contract award.
 - vii. Appropriateness and suitability of the narrative response to Response Section 3.3.D on how the Respondents will monitor and evaluate the performance of any subcontractors.
 - viii. Appropriateness and suitability of the proposed pricing in Response Section 3.4.
3. It is the intent of this RFSI process to give CEO maximum flexibility in developing a Contract. CEO reserves the right to consider all interested Respondents in a comprehensive manner to best serve the needs of the County of Los Angeles without prejudice, and in its best interest, at its sole discretion.

F. DEBRIEFINGS AND APPEALS

1. Upon completion of the Response review, CEO will notify disqualified and non-selected entities via email and offer an opportunity for a debriefing. Respondents who wish to appeal, pursuant to the process set forth below, must first request and receive a debriefing. The debriefing will compare the requesting Respondent's Response with the review documents. The requesting Respondent shall be debriefed only on its Response. Because contract negotiations will not yet be completed, Responses from other Respondent's shall not be discussed or disclosed, although CEO may inform the requesting Respondent of its relative ranking in comparison to the other Responses. Such

Debriefing request shall be submitted by email within **three (3) business days** of the date shown on CEO's notification, to the contact below:

CEO Contract Analyst, Debriefing
ATISContracts@ceo.lacounty.gov

2. An appeal may be submitted within three (3) business days after the debriefing if the requesting Respondent is not satisfied with the results of the debriefing. Only appeals submitted from debriefed Respondents shall be considered. CEO will consider any appeal, if such appeal would change the outcome of the contract award selection and is received in writing by CEO. When submitting an appeal, please specify the RFSI section, subsection, paragraph, and page number; and quote the language that prompted the appeal. This will ensure that the area of the appeal can be quickly found in the RFSI. The subject line for written appeals must include: **RFSI #CFCI 2021-02 – Appeals**. Such Appeal request shall be submitted to the contact below:

CEO Contract Analyst, Appeal Reviewer
ATISContracts@ceo.lacounty.gov

3. An appeal will be denied if it is not received timely. Timely appeals must satisfy all of the following criteria:
 - a. The person or Respondent appealing asserts, in appropriate detail with factual reasons, one or more of the following grounds for review:
 - i. CEO committed a significant material error.
 - ii. A member of the Review Committee demonstrated bias in the conduct of the review.
4. Respondents will be notified by CEO of the decision on any appeal which is received in a timely manner. Such notification will explain the basis for the decision. The CEO's decision on any appeal will be final.
5. Throughout the appeal review process, CEO has no obligation to delay or otherwise postpone contract award based on a Respondent's appeal. In all cases, the CEO reserves the right to make a contract award(s) when it is determined to be in the interest of the County of Los Angeles.

G. NOTICE TO RESPONDENTS REGARDING THE PUBLIC RECORDS ACT

Responses to this solicitation shall become the exclusive property of County. Exceptions to disclosure are those parts or portions of all Responses that are justifiably defined as business or trade secrets, and plainly marked by the Respondent as "Trade Secret", "Confidential", or "Proprietary". County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the Response as confidential shall not be deemed sufficient notice of exception. Respondent must specifically label only those provisions of their respective Response which are "Trade

Secrets", "Confidential", or "Proprietary" in nature. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Response marked "Trade Secrets", "Confidential", or "Proprietary", Respondent agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

H. COUNTY RIGHTS AND RESPONSIBILITIES

County has the right to amend, re-issue, or cancel this RFSI. County is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda thereto. Such addendum shall be made available in the <https://ceo.lacounty.gov/ati/cfci-consultant>.

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

SA:KH:CA:
KSJ:VH:np

Attachments (3)

DESCRIPTION OF SERVICES

1.0 INTRODUCTION

On August 10, 2021, the Board of Supervisors (Board) adopted a motion replacing the Measure J Reimagine LA Advisory Committee with the Care First, Community Investment (CFCI) Advisory Committee, and directed the Chief Executive Office (CEO) to retain a professional facilitator or Consultant with expertise in racial equity, serving communities of color and low income communities, and in leading robust community engagement processes to advise the CFCI Advisory Committee.

2.0 PURPOSE

Consultant shall advise the CFCI Advisory Committee's community engagement process to ensure diverse community voices are elevated and incorporated into spending priorities, address the impact of racial injustice within the criminal justice systems, and promote strategies in five areas: (1) economic opportunity; (2) diversion, behavioral health, and mental/physical health; (3) education access and youth development; (4) housing; and (5) reentry.

3.0 OBJECTIVES

- 3.1 Consultant shall support the CFCI Advisory Committee as it develops spending recommendations and priorities by leading outreach activities, community engagement, capacity building and other administrative services.
- 3.2 Consultant shall facilitate listening sessions with key stakeholder groups: locally trusted community-based organizations, business leaders, local education agencies, faith-based, and advocacy groups, public agencies, current and former justice-involved youth and their families, justice-impacted individuals, low income communities, and other stakeholders. Consultant shall hear of their lived experience with racial injustice, criminalization, and inequity across service modalities in underrepresented and underserved low income communities across County of Los Angeles. Consultant shall conduct various engagement opportunities held across regions and supervisorial districts aimed at communities and community members most impacted by the justice system. The exact focus of the listening sessions will be developed after consultation with the CFCI Advisory Committee but will include opportunities to gather information related to the following strategy areas:

- 3.2.1 **Strategy 1** - Diversion, Behavior & Health: Focus on linkage to services and programs that can be provided to individuals to divert them away from the criminal justice system (including all points of intercept, from pre-detention/diversion through re-entry) and/or remove them from custody and assist them with placement into treatment services in lieu of incarceration.
- 3.2.2 **Strategy 2** - Economic Opportunity & Sustainability: Focus on services and programs that increase economic, employment and entrepreneurial opportunities for system-involved individuals and others from historically underserved communities.
- 3.2.3 **Strategy 3** - Education Access & Youth Development: Focus on services and programs to increase school attachment, assist youth in avoiding justice system contact, and increase their ability to thrive.
- 3.2.4 **Strategy 4** - Housing: Focus on services and programs that address individuals who are unhoused or unsheltered or are at risk of becoming unhoused or unsheltered.
- 3.2.5 **Strategy 5** - Re-Entry: Focus on services and programs that assists individuals reentering the community after being incarcerated.
- 3.3 Consultant shall leverage expertise in racial equity and anti-racism principals to assist the CFCI Advisory Committee in the development of trainings, listening sessions, engagement processes and outreach that increase community participation and investment in the CFCI effort.
- 3.4 County reserves the right to add strategies that generally align with those set forth in Paragraph 3.2.
- 3.5 Consultant shall provide specific services with objectivity and at the desired quality and expected results as stipulated herein and at the discretion of County. Consultant shall provide services at performance levels satisfactory to County. The objective of this Contract is to ensure a thorough and inclusive community engagement process, through an equity-lens, that leads to the development of spending recommendations that improve communities in Los Angeles that have been underserved and under resourced.

4.0 SCOPE OF WORK

- 4.1 Consultant shall assign and identify the Project Leaders and provide names and assignments of the Project Team members.

- 4.2 Consultant shall develop and provide a Project Plan that will identify project milestones, delineate tasks and subtasks that result in desired effective, achievable, measurable, and billable deliverables. Deliverables shall be specific, having realistic deadlines and due dates. The Project Plan shall be updated on no less than a semi-annual basis, and/or at the direction of CEO's ATI Office. Project Plan shall be approved by CEO's ATI.
- 4.3 Consultant shall regularly consult with and provide updates to County Project Manager or designee. As directed by ATI, the Project Leader shall provide in-person and at times, virtual meetings conferences and Team calls.
- 4.4 Consultant shall plan, organize (scheduling and logistics), and facilitate meetings and subcommittee meetings of the CFCI Advisory Committee, and related stakeholders' meetings, interviews, focus groups, listening sessions, and surveys, etc. Consultant is expected to utilize strategies that establish and maintain a civil, engaged, introspective, and productive think tank meeting environment and facilitate an informed consensus building process.
- 4.5 Consultant shall convene ongoing and continuous diverse and inclusive community engagement processes throughout the life of Contract, CFCI Advisory Committee meetings that include the collaborative participation of locally trusted community-based organizations, business leaders, local education agencies, faith-based, and advocacy groups, public agencies, current and former justice-involved youth and their families, justice-impacted individuals, low income communities, and other stakeholders. Community Engagement processes shall include but not be limited to interviews, focus groups, listening sessions, surveys, etc. evidenced by documenting the issues and concerns, findings, related matters in question, and recommendations arising from the various stakeholder engagements. Information shared with staff, and subcontractors performing under this Contract shall be general in nature and should not be tied to or have a nexus to any specific juvenile, foster care youth and TAY in violation of WICs 827 and 10850 referenced hereinabove.
- 4.6 Consultant shall, in partnership with the ATI and Anti-Racism, Diversity, and Inclusion (ARDI) Offices, develop a set of recommendations to be presented to the CFCI Advisory Committee. Recommendations must be based on information acquired through the engagement and analysis of various stakeholder input and assessment. Once the CFCI Advisory Committee provides strategic input, Consultant will check for understanding and revise report(s) to conform and adhere to recommended changes.
- 4.7 Consultant, in partnership and consultation with ATI and ARDI, shall provide a written analysis of the CFCI Funding recommendations process, including

a comprehensive thorough assessment of CFCI Advisory Committee responsiveness, stakeholder engagement methods, and provide suggestions for improving the overall process.

- 4.8 Consultant shall ensure the integrity and fidelity of all data and information gathered as result of the services provided herein, Attachment I (Description of Services).
- 4.9 Consultant shall, as a result of these efforts, provide effective and efficient services that will sufficiently address the objectives as stipulated in Paragraph 3.0 (OBJECTIVES).
- 4.10 Consultant shall work with CFCI Third-Party Administrator (TPA) to inform the development of a Service Provider application and eligibility process that the TPA oversees based on research and input from community stakeholders through listening sessions and other engagement opportunities as directed by County to ensure services are in alignment with effective and equitable practices and the vision of the CFCI Advisory Committee.

5.0 SPECIFIC TASKS

- Task 1: Consultant shall Work with CFCI Advisory Committee and CFCI staff to:
- Subtask 1.1: Develop community engagement process plan and timeline, including but not limited to steps to develop and finalize outreach lists and identify needs for participant stipends.
 - Subtask 1.2: Draft documentation and spreadsheets necessary for gathering input from community engagement to inform spending plan recommendations.
 - Subtask 1.3: Ensure all engagement sessions and materials are accessible and ADA compliant.
 - Subtask 1.4: Ensure translation services, closed captioning, and sign language are available for all engagement sessions.
 - Subtask 1.5: Assess progress of community engagement efforts and identify any opportunities to improve.
- Task 2: Consultant shall facilitate community engagement including, but not limited to: Subcommittees, ad-hoc Committees, web-based and other outreach, meetings, listening sessions, and survey administration by doing the following:
- Subtask 2.1: Conduct and facilitate community engagement meetings, listening sessions, surveys, etc.
 - Subtask 2.2: Develop community engagement goals, timelines, and agendas.
 - Subtask 2.3: Develop and provide summaries of community engagement findings and outcomes.

- Subtask 2.4: Provide outreach and notice of meetings, including Brown Act compliant notices and agendas when required, in various languages and tailored to various communities including, but not limited to:
 - Spanish
 - Tagalog
 - Chinese
 - Vietnamese
 - Korean
 - Armenian
 - Japanese
 - Russian

Task 3: Consultant shall develop a written report summarizing community engagement findings, outcomes, and recommendations to the CFCI Advisory Committee and CFCI staff.

- Subtask 3.1: Document community input and priorities and organize information into themes and potential recommendations.
- Subtask 3.2: Work with the CFCI Advisory Committee and CFCI staff to identify County departments and community-based organizations to gather and provide additional information needed to include detailed descriptions and justifications for community engagement recommendations, including information about programs and services to be implemented in proposed spending priorities.
- Subtask 3.3: Present an initial draft report to the CFCI Advisory Committee and CFCI staff to gather feedback and incorporate edits into final revised report.
- Subtask 3.4: Consultant shall provide additional community engagement activities as directed by ATI.

6.0 DELIVERABLES

PART A		
Period: Contract Execution to June 30, 2022		
#	Deliverables	Due Date
Project Planning and Community Engagement Materials		
1.1.1 – 1.1.5	Draft Project Plan including community engagement plan and timeline prepared and provided to ATI Office.	30 Days after Contract execution
2.1.1 – 2.1.4	Draft materials related to community engagement (including convening types and goals, meeting agendas, guiding questions and surveys, and	December 1, 2021

	methodology for documenting and analyzing themes and priorities) prepared and provided to CFCI Advisory Committee for feedback.	
Community Engagement		
2.1.1 – 2.3.1	Conduct a minimum of 5 community engagement activities and listening sessions to inform CFCI Year 2 recommendations and report.	January 3, 2022
2.1.1 – 2.3.1	Conduct a minimum of 5 community engagement activities and listening sessions to inform CFCI Year 2 recommendations and report.	February 1, 2022
2.1.1 – 2.3.1	Conduct a minimum of 5 community engagement activities and listening sessions to inform CFCI Year 2 recommendations and report.	March 1, 2022
2.1.1 – 2.3.1	Conduct a minimum of 5 community engagement activities and listening sessions to inform CFCI Year 2 recommendations and report.	April 1, 2022
2.1.1 – 2.3.1	Conduct a minimum of 5 community engagement activities and listening sessions to inform CFCI Year 2 recommendations and report.	May 2, 2022
Fiscal Year-End Report and Additional Community Engagement		
3.3.1	Draft CFCI Year 2 Report prepared and presented to CFCI Advisory Committee for feedback.	April 15, 2022
3.1.1 – 3.3.1	Final CFCI Year 3 Report, including summary of community engagement findings and recommendations on detailed program and funding priorities prepared and presented to ATI Office.	May 31, 2022
3.4.1	Conduct additional community engagement, countywide surveys, equity assessment, or	Ongoing

	other activities as directed by ATI staff and/or the CFCI Advisory Committee.	
Updated Planning and Materials		
1.1.1 – 1.1.5	Updated Fiscal Year (FY) 2022-23 project plan and community engagement plan prepared and presented to ATI Office.	June 1, 2022

PART B FY 2022-23		
Updated Planning and Materials		
3.3.1	Updated draft materials, approach, and methodology for FY22-23 prepared and provided to CFCI Advisory Committee for feedback.	July 1, 2022
Community Engagement		
2.1.1 – 2.3.1	Conduct a minimum of 2 community engagement activities focused on communicating progress and outcomes for previously funded CFCI programming in collaboration with a CFCI Advisory Committee evaluator.	August 1, 2022
2.1.1 – 2.3.1	Conduct a minimum of 2 community engagement activities focused on communicating progress and outcomes for previously funded CFCI programming in collaboration with a CFCI Advisory Committee evaluator.	September 1, 2022
2.1.1 – 2.3.1	Conduct a minimum of 2 community engagement activities focused on communicating progress and outcomes for previously funded CFCI programming in collaboration with a CFCI Advisory Committee evaluator.	October 3, 2022
2.1.1 – 2.3.1	Conduct a minimum of 2 community engagement	November 1, 2022

	activities focused on communicating progress and outcomes for previously funded CFCI programming in collaboration with a CFCI Advisory Committee evaluator.	
2.1.1 – 2.3.1	Conduct a minimum of 2 community engagement activities focused on communicating progress and outcomes for previously funded CFCI programming in collaboration with a CFCI Advisory Committee evaluator.	December 1, 2022
3.1.1 – 3.3.1	Conduct a minimum of 5 community engagement activities to receive feedback on funding and programming recommendations for CFCI Year 3.	January 3, 2023
3.1.1 – 3.3.1	Conduct a minimum of 5 community engagement activities to receive feedback on funding and programming recommendations for CFCI Year 3.	February 1, 2023
3.1.1 – 3.3.1	Conduct a minimum of 5 community engagement activities to receive feedback on funding and programming recommendations for CFCI Year 3.	March 1, 2023
Fiscal Year-End Report		
3.3.1	Draft CFCI Year 3 Report prepared and presented to CFCI Advisory Committee for feedback.	April 17, 2023
3.3.1	Final CFCI Year 3 Report prepared and presented to ATI Office.	May 31, 2023

STATEMENT OF INTEREST RESPONSE TO REQUESTED INFORMATION**1.0 INSTRUCTIONS**

Provide your complete responses for the provision of Consultant Services to this **RFSI #CFCI 2021-02**, in the following text entry fields below.

2.0 RESPONDENT CONTACT

Respondent shall identify a primary point of contact as part of its Response as follows:

Organization Name: Click or tap here to enter text.

Headquarters

Address: Click or tap here to enter text.

Click or tap here to enter text.

Organization

Website: Click or tap here to enter text.

Principal Point of Contact:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Mailing Address: Click or tap here to enter text.

Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Phone Number: Click or tap here to enter text.

My organization is responding as:

- ☐ a single entity
- ☐ a joint venture or consortium (must be structured as a single consultant and subcontractors)

3.0 RESPONSE QUESTIONS

3.1 Minimum Requirements

Interested and qualified Respondents that can demonstrate their ability to successfully provide the required services outlined in the Attachment I (Description of Services) of this RFSI, are invited to submit Response(s), provided they meet the following requirements:

- A. Respondent must demonstrate a minimum of three (3) years of continuous and consecutive experience within the last five (5) years, providing anti-racism and criminal reform consulting and training, including strategic planning, policy review, coaching, professional facilitation, and curriculum development, report drafting or services equivalent and substantially similar in scope to the services identified in Attachment I (Description of Services).

Narrative:

Click or tap here to enter text.

- B. If responding as a joint venture or consortium, list organization names and attached letters of intent from each organization who will be a subcontractor to the Prime Contractor. Each letter of intent should include identification of the services that the subcontractor will provide.

Narrative:

Click or tap here to enter text.

- C. If Respondent's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Respondent must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$50,000, that are confirmed to be disallowed costs by the contracting County

department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

☐ Yes, I have been audited within the last 10 years and do not have over \$50,000 in disallowed costs.

☐ Yes, I have been audited within the last 10 years and have over \$50,000 in disallowed cost.

☐ Not Applicable

3.2 Background and Experience

- A. Describe your experience and expertise in utilizing diversity, equity, inclusion, and anti-racism targets and strategies in creating inclusive community engagement activities that lead to the development and implementation of innovative strategies and recommendations to address the impact of racial injustice within the criminal justice systems and at the core of disparities seen in underrepresented and underserved low income communities.

(General narrative here, client list is required in Section 3.5, of this Attachment II "Responses")

Narrative:

[Click or tap here to enter text.](#)

- B. Describe your experience in proven community engagement methods such as meeting facilitation, community surveys, listening sessions, town hall meetings, canvassing, and policy summits.

Narrative:

[Click or tap here to enter text.](#)

- C. Describe your experience receiving, analyzing, and interpreting input from locally trusted community-based organizations, business leaders, local education agencies, faith-based agencies, local education agencies and advocacy groups, public agencies, current and former justice-involved youth and their families, justice-impacted individuals, and other stakeholders to address the impact of racial injustice, inequity

and the disproportionate criminalization of the underrepresented and underserved low income communities of the County of Los Angeles.

Narrative:

Click or tap here to enter text.

3.3 Approach and Methodology

Respondent must present a description of the approach and methodology it will use to meet Contract work requirements and describe in detail how the required services will be performed to meet the intent of Attachment I (Description of Services), of the RFSI. Ensure your response to each question includes a detailed explanation and duration of time if applicable. **Include details on any part of the response that will be performed by subcontractors and indicate the name of the subcontractor organization and their experience in the subject area.**

- A. Describe how you will build collaborative partnerships with locally trusted community-based organizations, business leaders, local education agencies, faith-based agencies, local education agencies, and advocacy groups, public agencies, current and former justice-involved youth and their families, justice-impacted individuals, and other stakeholders providing services for hard-to-reach and historically underrepresented and underserved low income communities across the County of Los Angeles.

Narrative:

Click or tap here to enter text.

- B. Describe your staffing plan for performing Consultant Services, including the resumes and duties for each of the staff, if available, or a description of requirements, or duty statement of the anticipated staff for this service.

Narrative:

Click or tap here to enter text.

- C. Provide a description of your proposed implementation plan to staff and start Consultant Services within 30 days of contract award.

Narrative:
Click or tap here to enter text.

- D. Provide a description of how you will monitor and evaluate the performance of any subcontractors.

Narrative:
Click or tap here to enter text.

3.4 Maximum Contract Amount and Request For Hourly Rates

Compensation for Consultant Services shall be on a fixed priced deliverable basis as shown below in the Pricing Schedule which shall become the basis for Exhibit B (Pricing Schedule) in the resultant Contract. County reserves the right to withhold up to 5% from each deliverable maximum payment in Exhibit B (Pricing Schedule); paid upon the approval of final work product by CEO.

Respondents shall provide an hourly rate for each staff classification performing services under the Consultant Services contract. It is anticipated that the Contract will include an amount of Pool Dollars which may be used for additional Consultant Services not in the Description of Services.

Narrative:
Click or tap here to enter text.

PRICING SCHEDULE

SCHEDULE ONE

(Period: Contract Execution to June 30, 2022)

#	Deliverables	*Maximum Payment
Project Planning and Community Engagement Materials		
1.1.1 – 1.1.5	Draft Project Plan, including community engagement plan and timeline prepared and provided to ATI Office.	\$ 25,000
2.1.1 – 2.1.4	Draft materials related to community engagement (including convening types and goals, meeting agendas, guiding questions and surveys, and methodology for documenting and analyzing themes and priorities) prepared and provided to CFCI Advisory Committee for feedback.	\$ 15,000
Community Engagement		
2.1.1 – 2.3.1	Conduct a minimum of 5 community engagement activities and listening sessions to inform CFCI Year 2 recommendations and report.	\$ 35,000
2.1.1 – 2.3.1	Conduct a minimum of 5 community engagement activities and listening sessions to inform CFCI Year 2 recommendations and report.	\$ 35,000
2.1.1 – 2.3.1	Conduct a minimum of 5 community engagement activities and listening sessions to inform CFCI Year 2 recommendations and report.	\$ 35,000
2.1.1 – 2.3.1	Conduct a minimum of 5 community engagement activities and listening sessions to inform CFCI Year 2 recommendations and report.	\$ 35,000
2.1.1 – 2.3.1	Conduct a minimum of 5 community engagement activities and listening sessions to inform CFCI Year 2 recommendations and report.	\$ 35,000
Fiscal Year-End Report and Additional Community Engagement		
3.3.1	Draft CFCI Year 2 Report prepared and presented to CFCI Advisory Committee for feedback.	\$ 30,000
3.1.1 – 3.3.1	Final CFCI Year 3 Report, including summary of community engagement finding and recommendations on detailed program and funding priorities prepared and presented to ATI Office.	\$ 30,000
3.4.1	Conduct additional community engagement, countywide surveys, equity assessment, or other activities as directed by ATI staff and/or the CFCI Advisory Committee	\$ 20,000

Updated Planning and Materials		
1.1.1 – 1.1.5	Updated Fiscal Year (FY) 2022-23 project plan and community engagement plan prepared and presented to ATI Office.	\$ 5,000
Total for Deliverables (Part A):		\$300,000*

*Maximum payment is rounded to the nearest thousand.

**SCHEDULE TWO
(FISCAL YEAR 2022-23)**

#	Deliverables	*Maximum Payment
Updated Planning and Materials		
3.3.1	Updated draft materials, approach, and methodology for FY22-23 prepared and presented to CFCI Advisory Committee for feedback.	\$ 5,000
Community Engagement		
2.1.1 – 2.3.1	Conduct a minimum of 2 community engagement activities focused on communicating progress and outcomes for previously funded CFCI programming in collaboration with a CFCI Advisory Committee evaluator.	\$ 10,000
2.1.1 – 2.3.1	Conduct a minimum of 2 community engagement activities focused on communicating progress and outcomes for previously funded CFCI programming in collaboration with a CFCI Advisory Committee evaluator.	\$ 10,000
2.1.1 – 2.3.1	Conduct a minimum of 2 community engagement activities focused on communicating progress and outcomes for previously funded CFCI programming in collaboration with a CFCI Advisory Committee evaluator.	\$ 10,000
2.1.1 – 2.3.1	Conduct a minimum of 2 community engagement activities focused on communicating progress and outcomes for previously funded CFCI programming in collaboration with a CFCI Advisory Committee evaluator.	\$ 10,000
2.1.1 – 2.3.1	Conduct a minimum of 2 community engagement activities focused on communicating progress and outcomes for previously funded CFCI programming in collaboration with a CFCI Advisory Committee evaluator.	\$ 10,000
3.1.1 – 3.3.1	Conduct a minimum of 5 community engagement activities to receive feedback on funding and programming recommendations for CFCI Year 3.	\$ 30,000

3.1.1 – 3.3.1	Conduct a minimum of 5 community engagement activities to receive feedback on funding and programming recommendations for CFCI Year 3.	\$ 30,000
3.1.1 – 3.3.1	Conduct a minimum of 5 community engagement activities to receive feedback on funding and programming recommendations for CFCI Year 3.	\$ 30,000
Fiscal Year-End Report		
3.3.1	Draft CFCI Year 3 Report prepared and presented to CFCI Advisory Committee for feedback.	\$ 15,000
3.3.1	Final CFCI Year 3 Report prepared and presented to ATI Office.	\$ 15,000
Total for Deliverables (Part B):		\$175,000
3.4.1	Pool Dollars for additional community engagement, countywide surveys, equity assessment, or other activities as directed by, and preapproved in writing, by ATI Office.	\$ 25,000
TOTAL CONTRACT MAXIMUM (PARTS A AND B):		\$500,000

*Maximum payment is rounded to the nearest thousand.

3.5 Client List

Attach a list of clients for whom you provided Consultant Services during the last (5) years. Ensure the response includes name of entity, beginning and end dates (month and year) of each engagement and describes your experience in utilizing diversity, equity, inclusion, and anti-racism targets and strategies in creating inclusive community engagement activities that lead to the development and implementation of innovative strategies and recommendations to address the impact of racial injustice within the criminal justice systems and at the core of disparities seen in underrepresented and underserved low income communities.

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SAMPLE CONTRACT PROVISIONS



CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)
FOR
CONSULTANT SERVICES

**SAMPLE CONTRACT PROVISIONS
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J	Contractor's Charitable Activities Compliance
K	Compliance with Fair Chance Employment Hiring Practices Certification

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)
FOR
CONSULTANT SERVICES**

This Contract ("Contract") made and entered into by and between the County of Los Angeles, hereinafter referred to as "County" and _____, hereinafter referred to as "Contractor" or "Consultant", to provide County with Consultant Services. _____ is located at _____.

RECITALS

WHEREAS, on March 10, 2020, the County's Board of Supervisors (Board) directed the Chief Executive Office (CEO) to support the County's "Care First, Jail Last" goal as derived from the Alternatives to Incarceration (ATI) work group established February 12, 2019. Care First, Jail Last was established to amend the "Justice Reform" Board Directed Priority and assist the CEO in integrating the five overarching strategies in a final report to the Board; and

WHEREAS, on August 10, 2021, the Board adopted a motion replacing the Measure J Reimagine LA Advisory Committee with the Care First Community Investment (CFCI) Advisory Committee and directed the CEO to retain a professional facilitator or consultant (Consultant) with expertise in racial equity, serving communities of color and in leading robust community engagement processes. Consultant shall advise the CFCI Advisory Committee in these processes to ensure diverse community voices are elevated and incorporated into spending priorities, address the impact of racial injustice within the criminal justice systems, and promote strategies in five areas: (1) economic opportunity; (2) diversion, behavioral health, and mental/physical health; (3) education access and youth development; (4) housing; and (5) reentry; and

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

WHEREAS, Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- 1.1 Exhibit A - Description of Services
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - Contractor EEO Certification
- 1.4 Exhibit D - County's Administration
- 1.5 Exhibit E - Contractor's Administration
- 1.6 Exhibit F - Defaulted Property Tax Reduction Program
- 1.7 Exhibit G - Forms Required at the Time of Contract Execution
- 1.8 Exhibit H - Contractor Employee Jury Service
- 1.9 Exhibit I - Safely Surrendered Baby Law
- 1.10 Exhibit J - Contractor's Charitable Activities Compliance
- 1.11 Exhibit K - Compliance with Fair Chance Employment Hiring Practices Certification

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

2.0 DEFINITIONS

2.1 Standard Definitions:

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

2.1.1.1 **“Contract or Agreement”** shall mean executed between County and Contractor. Included are all amendments. Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work covered by Exhibit A (Description of Services).

2.1.1.2 **“Contractor or Consultant”** shall mean person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an Agreement with County to perform or execute the work covered by Exhibit A (Description of Services).

2.1.1.3 **Description of Services:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner, and place of performing Contract services.

2.1.1.4 **Subcontract:** An Agreement by Contractor to employ a Subcontractor to provide services to fulfill this Contract.

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

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

2.1.1.7 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.

- 2.1.1.8 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.1.1.9 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.1.10 **Day(s):** Calendar Day(s) unless otherwise specified.
- 2.1.1.11 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.1.12 **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, Contractor shall fully perform, complete, and deliver on time, all tasks, deliverables, services, and other work as set forth in Exhibit A (Description of Services) herein.
- 3.2 If 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 Contractor, and Contractor shall have no claim whatsoever against County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be one (1) year and eight (8) months commencing after execution by the Chief Executive Officer or designee pursuant to delegated authority provided by the County's Board, and shall expire on **June 30, 2023**, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional one (1) year periods, for a maximum total Contract term of three (3) years and eight (8) months. Each such extension option may be exercised at the sole discretion of the Chief Executive Officer or designee and shall be implemented in a manner and subject to the conditions set forth in Paragraph 8.1 (Amendments), of this Contract.

- 4.3 County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether County will exercise a Contract term extension option.
- 4.3 Contractor shall notify the Chief Executive Officer or designee when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Chief Executive Officer or designee at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 The maximum Contract sum of the Contract shall be **Five Hundred Thousand Dollars (\$500,000)** for the term of the Contract for Consultant Services, as set forth in Paragraph 4.0 (Term of Contract), above. Any costs incurred to complete this project in excess of the maximum not-to-exceed cost will be borne by Contractor.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

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

County of Los Angeles, Chief Executive Office
Alternative to Incarceration Division
Attention: County's Project Manager
Email: ATContracts@ceo.lacounty.gov

5.5.6 County Approval of Invoices

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

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

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

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

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

5.6.4 At any time during the duration of the Agreement/Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County's Project Director

6.2.1 The role of the County's Project Director may include:

6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.1.2 Upon request of Contractor, providing direction to Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

6.3.1 The role of the County's Project Manager is authorized to include:

6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3.2 The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

6.4.1 The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Contractor's Project Manager

7.2.1 Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

7.3.1 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 Manager.

7.4 Contractor's Staff Identification

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the necessary badges.

7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person, and Contractor personnel must immediately comply with such request.

7.4.2 Contractor shall notify County within one business Day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's County ID badge to the County on the next business Day after the employee has terminated employment with Contractor.

7.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to

County on the next business Day after the employee has been removed from working on the County's Contract.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor shall maintain the confidentiality of all records, materials, documents, data, and/or other information received, obtained, transmitted, and/or produced under the provisions of this Contract, including, but not limited to those dealing with dependency youth (including, but not limited to, records made confidential by Welfare and Institutions Code (WIC) sections 827 5328, 10850; and, Civil Code section 56, et seq.), in

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

- 7.6.2 Prior to accessing any records made confidential pursuant to WIC 827, Contractor shall petition the Los Angeles County Juvenile Court and obtain a court order permitting access to any confidential records and information Contractor requires to perform all tasks, deliverables, services and other work as set forth herein Exhibit A (Description of Services).
- 7.6.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.4 Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.5 Contractor shall sign and adhere to the provisions of the Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement). Further, Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the Exhibit G (Consultant Non-Employee Acknowledgment and Confidentiality Agreement).

These Confidentiality Agreements shall be filed in Contractor's personnel records for the employees and agents and Contractor shall provide a copy to County upon request

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, an amendment to Contract shall be prepared and executed by Contractor and by the Chief Executive Officer or designee as authorized by the Board.
- 8.1.2 The Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the County's Board 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 Executive Officer or designee as authorized by the Board.
- 8.1.3 The Chief Executive Officer or designee as authorized by the Board, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Executive Officer or designee as authorized by the Board.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 Contractor shall notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.
- 8.2.2 Contractor 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 paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee 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 County.

8.2.3 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 Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.4 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, 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

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

8.4 Budget Reductions

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

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

8.5 Complaints

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

8.5.2 Complaint Procedures

8.5.2.1 Within thirty (30) business Days after Contract effective date, Contractor shall provide County with Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

8.5.2.3 If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within ten (10) business Days for County approval.

8.5.2.4 If, at any time, Contractor wishes to change the Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.

8.5.2.5 Contractor shall preliminarily investigate all complaints and notify County's Project Manager of the status of the investigation within five (5) business Days of receiving the complaint.

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

8.5.2.7 Copies of all written responses shall be sent to County's Project Manager within five (5) business Days of mailing to the complainant.

8.6 Compliance with Applicable Law

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

8.7 Compliance with Civil Rights Laws

- 8.7.1 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 C (Contractor's EEO Certification).

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of 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.

8.8.2 Written Employee Jury Service Policy.

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

8.8.2.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one or more County Contracts or Subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) Days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under

the Contract, the Subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such Subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

- 8.8.2.3 If Contractor is not required to comply with the Jury Service Program when 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. 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 the Contractor continues to qualify for an exception to the Program.
- 8.8.2.4 Contractor's violation of this 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 Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by 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 County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

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

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

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

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor 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 Contractor will interview qualified candidates. County will refer GAIN-GROW participants by job category to Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

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

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

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

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

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

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 Contractor 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.

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of

aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

employees for which County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events"). Parties agree that COVID-19 pandemic is not a force majeure event.

8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

8.22.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the

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

8.22.2 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. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

8.22.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. 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 Contractor pursuant to this Contract.

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

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

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

other contractual obligation imposed upon Contractor pursuant to this Contract. County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

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

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

County of Los Angeles, Chief Executive Office
Alternative to Incarceration (ATI) Division
726 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Attention: County's Project Manager
Email: ATIContracts@ceo.lacounty.gov

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall

receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) Days in advance of cancellation for non-payment of premium and thirty (30) Days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of Contract, in the sole discretion of County, upon which County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 **Alternative Risk Financing Programs**

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

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

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

8.25 **Insurance Coverage**

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

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

the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) Days in advance of cancellation for non-payment of premium and thirty (30) Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from Contractor's payment, pro rata, those applicable portions of the 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 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, Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from County's payment to Contractor; and/or (c) Upon giving five (5) Days' notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the work by an alternate source, whether it be

County forces or separate private Contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

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

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

8.27 Intentionally Omitted

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 Contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification).

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

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

- 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non-Exclusivity

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

8.30 Notice of Delays

- 8.30.1 Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is

delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

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

8.37 Publicity

- 8.37.1 Contractor 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 Contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 Contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, 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 County without the prior written consent of County's Project Director. County shall not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

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

8.38.2 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report

with the County's Auditor-Controller- within thirty (30) Days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3. Failure on the part of Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.

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

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be Subcontracted by the Contractor without the advance approval of the County. Any attempt by Contractor to Subcontract without the prior consent of County may be deemed a material breach of this Contract.
- 8.40.2 If Contractor desires to Subcontract, Contractor shall provide the following information promptly at County's request:
- 8.40.2.1 A description of the work to be performed by the Subcontractor;

8.40.2.2 A draft copy of the proposed Subcontract; and

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

8.40.3 Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.

8.40.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to Subcontract, notwithstanding County's approval of Contractor's proposed Subcontract.

8.40.5 County's consent to Subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of County with respect to approval of any Subcontract and Subcontractor employees. After approval of the Subcontract by County, Contractor shall forward a fully executed Subcontract to County for their files.

8.40.7 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 County's consent to Subcontract.

8.40.8 Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, Contractor shall ensure electronic delivery of all such documents to:

County of Los Angeles, Chief Executive Office
Alternatives to Incarceration Division
Attention: County Project Manager
Email: ATContracts@ceo.lacounty.gov

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

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

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be affected 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.

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

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

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

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

8.43 Termination for Default

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

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

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

8.44 Termination for Improper Consideration

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

8.45 Termination for Insolvency

- 8.45.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 8.45.1.1 Insolvency of Contractor. 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 Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

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

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

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

8.46.1 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 Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

8.48.1 If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of

this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

- 8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 8.51.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

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

8.53 Time Off for Voting

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

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

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

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

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

8.55 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment

Discrimination: Conviction History. Contractor's violation of this 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.

8.56 Compliance with the County Policy of Equity

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Contractor's Charitable Activities Compliance

9.1.1 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 Contractor's Charitable Activities Compliance, Exhibit J, County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.2 Ownership of Materials and Copyright

9.2.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all Deliverables, documents, reports, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's and its Subcontractors' and Servicer Providers' work pursuant to this Contract. The Contractor and its Subcontractors and Service Providers, for valuable

consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of their right, title and interest in and to such original materials, including any copyright, which arise pursuant to the work under this Contract. Contractor shall also incorporate these requirements into its agreements with its Subcontractors and Service Providers.

- 9.2.2 During the term of this Contract and for five (5) years thereafter, the Contractor and its Subcontractors and Service Providers, shall maintain and provide security for all of the 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.

10.0 SURVIVAL CLAUSE

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

Paragraph 1.0	(Applicable Documents)
Paragraph 2.0	(Definitions)
Paragraph 3.2	
Paragraph 5.4	(No Payment for Services Provided Following Expiration/ Termination of Agreement)
Paragraph 7.6	(Confidentiality)
Paragraph 8.2	(Assignment and Delegation/Mergers or Acquisitions)
Paragraph 8.6.2	
Paragraph 8.16	(Damage to County Facilities, Buildings or Grounds)
Paragraph 8.19	(Fair Labor Standards)
Paragraph 8.21	(Governing Law, Jurisdiction, and Venue)
Paragraph 8.22	(Independent Contactor Status)
Paragraph 8.23	(Indemnification)
Paragraph 8.24	(General Provisions for all Insurance Coverage)
Paragraph 8.25	(Insurance Coverage)
Paragraph 8.34	(Notices)
Paragraph 8.38	(Record Retention and Inspection-Audit Settlement)
Paragraph 8.42	(Termination for Convenience)
Paragraph 8.43	(Termination for Default)
Paragraph 8.48	(Validity)
Paragraph 8.49	(Wavier)
Paragraph 9.1	(Contractor's Charitable Activities Compliance)
Paragraph 9.2	(Ownership of Materials and Copyright)
Paragraph 10.0	(Survival Clause)

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 Chief Executive Officer, or designee, of the Chief Executive Office, the day and year first above written.

COUNTY OF LOS ANGELES

CONTRACTOR:

By _____
FESIA A. DAVENPORT
Chief Executive Officer

By _____
AUTHORIZED SIGNATORY
Title of Authorized Signatory
Name of Consulting Firm (If
any)

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Truc Moore
Principal County Counsel

**CONTRACT FOR
CONSULTANT SERVICES**

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

- A Description of Services
- B Pricing Schedule
- C Contractor's EEO Certification
- D County's Administration
- E Contractor's Administration
- F Defaulted Property Tax Reduction Program
- G Form(s) Required at the Time of Contract Execution
- H Contractor Employee Jury Service
- I Safely Surrendered Baby Law
- J Contractor's Charitable Activities Compliance
- K Compliance with Fair Chance Employment Hiring Practices Certification

PRICING SCHEDULE

The maximum, not-to exceed, cost for this entire Contract shall be \$500,000, for all tasks and deliverables described in Exhibit A (Description of Services). Of the Contract and all additional expenses incurred as described in Exhibit B of this Contract. Payment shall be in arrears in a manner and subject to the conditions as set forth in Paragraph 5.0, (Contract Sum), of the Contract. The fixed rate and expenses are set forth below but are subject to the limitations set forth in this Contract. Any costs incurred to complete this Project in excess of the maximum not-to-exceed cost shall be borne by the Consultant.

SCHEDULE ONE (Period: Contract Execution to June 30, 2022)

#	Deliverables	*Maximum Payment
Project Planning and Community Engagement Materials		
1.1.1 – 1.1.5	Draft Project Plan, including community engagement plan and timeline prepared and provided to ATI Office.	\$ 25,000
2.1.1 – 2.1.4	Draft materials related to community engagement (including convening types and goals, meeting agendas, guiding questions and surveys, and methodology for documenting and analyzing themes and priorities) prepared and provided to CFCI Advisory Committee for feedback.	\$ 15,000
Community Engagement		
2.1.1 – 2.3.1	Conduct a minimum of 5 community engagement activities and listening sessions to inform CFCI Year 2 recommendations and report.	\$ 35,000
2.1.1 – 2.3.1	Conduct a minimum of 5 community engagement activities and listening sessions to inform CFCI Year 2 recommendations and report.	\$ 35,000
2.1.1 – 2.3.1	Conduct a minimum of 5 community engagement activities and listening sessions to inform CFCI Year 2 recommendations and report.	\$ 35,000
2.1.1 – 2.3.1	Conduct a minimum of 5 community engagement activities and listening sessions to inform CFCI Year 2 recommendations and report.	\$ 35,000
2.1.1 – 2.3.1	Conduct a minimum of 5 community engagement activities and listening sessions to inform CFCI Year 2 recommendations and report.	\$ 35,000
Fiscal Year-End Report and Additional Community Engagement		
3.3.1	Draft CFCI Year 2 Report prepared and presented to CFCI Advisory Committee for feedback.	\$ 30,000
3.1.1 – 3.3.1	Final CFCI Year 3 Report, including summary of community engagement finding and recommendations on detailed program and funding priorities prepared and presented to ATI Office.	\$ 30,000

3.4.1	Conduct additional community engagement, countywide surveys, equity assessment, or other activities as directed by ATI staff and/or the CFCI Advisory Committee	\$ 20,000
Updated Planning and Materials		
1.1.1 – 1.1.5	Updated Fiscal Year (FY) 2022-23 project plan and community engagement plan prepared and presented to ATI Office.	\$ 5,000
Total for Deliverables (Part A):		\$300,000*

*Maximum payment is rounded to the nearest thousand.

**Schedule Two
(Fiscal Year 2022-23)**

#	Deliverables	*Maximum Payment
Updated Planning and Materials		
3.3.1	Updated draft materials, approach, and methodology for FY22-23 prepared and presented to CFCI Advisory Committee for feedback.	\$ 5,000
Community Engagement		
2.1.1 – 2.3.1	Conduct a minimum of 2 community engagement activities focused on communicating progress and outcomes for previously funded CFCI programming in collaboration with a CFCI Advisory Committee evaluator.	\$ 10,000
2.1.1 – 2.3.1	Conduct a minimum of 2 community engagement activities focused on communicating progress and outcomes for previously funded CFCI programming in collaboration with a CFCI Advisory Committee evaluator.	\$ 10,000
2.1.1 – 2.3.1	Conduct a minimum of 2 community engagement activities focused on communicating progress and outcomes for previously funded CFCI programming in collaboration with a CFCI Advisory Committee evaluator.	\$ 10,000
2.1.1 – 2.3.1	Conduct a minimum of 2 community engagement activities focused on communicating progress and outcomes for previously funded CFCI programming in collaboration with a CFCI Advisory Committee evaluator.	\$ 10,000
2.1.1 – 2.3.1	Conduct a minimum of 2 community engagement activities focused on communicating progress and outcomes for previously funded CFCI programming in collaboration with a CFCI Advisory Committee evaluator.	\$ 10,000

EXHIBIT B

3.1.1 – 3.3.1	Conduct a minimum of 5 community engagement activities to receive feedback on funding and programming recommendations for CFCI Year 3.	\$ 30,000
3.1.1 – 3.3.1	Conduct a minimum of 5 community engagement activities to receive feedback on funding and programming recommendations for CFCI Year 3.	\$ 30,000
3.1.1 – 3.3.1	Conduct a minimum of 5 community engagement activities to receive feedback on funding and programming recommendations for CFCI Year 3.	\$ 30,000
Fiscal Year-End Report		
3.3.1	Draft CFCI Year 3 Report prepared and presented to CFCI Advisory Committee for feedback.	\$ 15,000
3.3.1	Final CFCI Year 3 Report prepared and presented to ATI Office.	\$ 15,000
Total for Deliverables (Part B):		\$175,000
3.4.1	Pool Dollars for additional community engagement, countywide surveys, equity assessment, or other activities as directed by, and preapproved in writing, by ATI Office.	\$ 25,000
TOTAL CONTRACT COST (PARTS A AND B):		\$500,000

*Maximum payment is rounded to the nearest thousand.

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self-analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:** _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 1 of 4

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 2 of 4

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 3 of 4

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

NON-IT CONTRACTS

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR 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: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

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

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 4 of 4

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 - 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 - 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

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

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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 sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

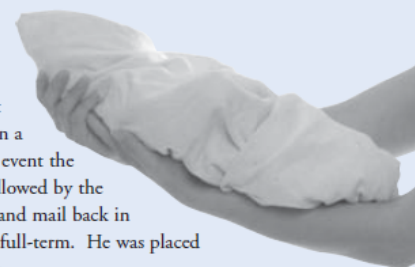
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

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

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

 Date

 Name and Title of Signer (please print)

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

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

RESPONDENT/CONSULTANT CERTIFICATION

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

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

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

Print Name:	Title:
Signature:	Date: