



# **COUNTYWIDE CRIMINAL JUSTICE COORDINATION COMMITTEE**

## **REQUEST FOR STATEMENT OF QUALIFICATIONS FOR CRIMINAL JUSTICE RESEARCH AND EVALUATION SERVICES CJ-1016**

**JUNE 2014**

**Prepared By  
County of Los Angeles**

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REQUEST FOR STATEMENT OF QUALIFICATIONS  
FOR  
CRIMINAL JUSTICE RESEARCH AND EVALUATION SERVICES

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## 1.0 GENERAL INFORMATION

### 1.1 Purpose

- 1.1.1 The Los Angeles County Board of Supervisors established the Countywide Criminal Justice Coordination Committee (CCJCC) in 1981 to bring together the elements of a local justice system as large and complex as typical statewide structures. Among other characteristics, the justice system in the County of Los Angeles (County) includes the largest sheriff's department in the country; 45 municipal law enforcement agencies; and 11 local prosecuting agencies. Approximately 312,000 misdemeanor and 55,000 felony cases were filed with the Los Angeles Superior Court in 2013. On any given day, the County jail system houses more than 19,000 inmates; and, the Probation Department supervises over 50,000 adults and 14,000 youth.
- 1.1.2 CCJCC serves as a unique policy-level forum for the development and coordination of strategies to improve the effectiveness and efficiency of this large County justice system. With members from the criminal justice agencies, education, and health and human services fields, CCJCC transcends traditional agency lines and addresses justice system issues from a countywide perspective. Since its creation, CCJCC has sponsored and implemented a broad range of policies and initiatives to improve the County justice system, such as drug courts, gang abatement programming, DNA collection policies, and the implementation of public safety realignment.
- 1.1.3 To assist the County's criminal justice planning and implementation efforts, CCJCC is now seeking qualified companies, firms, and university programs (Vendors) to enter into Master Agreements with the County to provide criminal justice research and evaluation services.
- 1.1.4 The criminal justice research and evaluation services may be provided on an as-needed basis to CCJCC or any County department engaged in criminal justice-related initiatives, such as the Los Angeles County Sheriff's Department, Probation Department, District Attorney's Office, Public Defender's Office, Alternate Public Defender's Office, Department of Mental Health, and Department of Public Health.
- 1.1.5 CCJCC is seeking qualified Vendors with expertise designing and implementing program evaluations and impact assessments of small- and large- scale initiatives in criminal justice, including services, policies, and/or programs serving the diverse criminal justice populations. Examples of projects that may be covered pursuant to this Request for Statement of Qualifications (RFSQ) process include, but are not limited to:

- Evaluation of County implemented criminal justice and/or criminal justice treatment programs and their impact on recidivism
- Analysis, validation, and norming of criminal justice assessment tools utilized by County
- Development of criminal justice initiative recommendations based on evaluation results and research/analysis of best practices
- Analysis of local criminal justice trends and development of justice projections

## 1.2 Scope of Work

1.2.1 Services that may be required under the Master Agreement include, but are not limited to:

- Designing and conducting program evaluations consistent with accepted evaluation methodology standards, including experimental, quasi-experimental designs and process evaluations
- Developing data collection procedures and tools
- Data cleaning, matching of records from multiple data sources, and management of large datasets
- Sampling and weighting of data
- Process/implementation and outcome/impact assessment, using established and appropriate statistical techniques such as use of multivariate analysis and identification of statistically relevant findings
- Utilization of forecast modeling techniques to develop projections
- Preparing comprehensive reports for the County on project findings

1.2.2 Service Categories

Vendors may seek to apply in one (1) or more of the following three (3) service categories:

a) Evaluation/Impact/Outcome Services

The objective of evaluation/impact/outcome services is to evaluate County implemented criminal justice and/or criminal justice treatment programs and to assess their impact on offender outcomes, recidivism, and criminal justice trends. In evaluating the effectiveness of County programs, services could also include the development of program/process modifications to improve outcomes and/or the development of criminal justice projections based on program results.

b) Forecast/Projection Services

The objective of forecast or projection services is to develop criminal justice forecasts or projections for the County. Such forecasts or

projections may involve the criminal justice population, jail bed needs, treatment capacity needs, community supervision staffing needs, etc., based on research and analysis of county, state, and national trends.

c) Development, Analysis, Validation, and/or Norming of Criminal Justice Assessment Tools Services

The objective of development, analysis, validation, and norming of criminal justice assessment tools services is to analyze the current criminal justice assessment tools being utilized by the County justice partners; validate the assessment tools; and normalize the assessment tools to the County population. Services can also include the development of needed assessment tools. Such assessment tools could include those used in areas such as risk/needs assessments, detention review processes, custody classification, and rehabilitative treatment planning processes; and may utilize offender and ex-offender subjects in both in-custody and out-of-custody settings.

### **1.3 Overview of Solicitation Document**

This RFSQ is composed of the following parts:

#### **1.3.1 Section 1.0 – General Information**

Specifies the Vendor's Minimum Qualifications and provides information regarding some of the requirements of the Master Agreement and the solicitation process.

#### **1.3.2 Section 2.0 – Instructions to Vendors**

Contains instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).

#### **1.3.3 Section 3.0 – Statement of Qualification (SOQ) Review/Selection/Qualification Process**

Explains how the SOQ will be reviewed, selected, and qualified.

#### **1.3.4 Section 4.0 – Appendices and Attachments**

County policies, ordinances, Master Agreement, and required forms.

### **1.4 Terms and Definitions**

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Paragraph 2, Definitions, of Appendix H, Master Agreement, of this RFSQ.

### **1.5 Vendor's Minimum Qualifications**

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Interested and qualified Vendors that meet the Minimum Qualifications stated below are invited to submit an SOQ to qualify in one (1) or more of the three (3) service categories identified in Paragraphs 1.5.2 – 1.5.4 below:

1.5.1 Requirements to Perform All Service Categories:

1.5.1.1 Vendor must demonstrate at least three (3) years of experience preparing reports and presenting complex technical information to governmental entities.

1.5.1.2 Vendor must demonstrate that the Project Director shall hold a Master's degree or higher and have at least five (5) years of demonstrated previous experience within the last seven (7) years conducting social science or criminal justice research.

1.5.2 Additional Requirements to Perform Evaluation/Impact/Outcome Services:

1.5.2.1 Vendor must demonstrate three (3) years of experience, within the last five (5) years, planning, designing, and conducting quantitative and qualitative evaluations of governmental programs, initiatives, policies, or procedures using standard evaluation procedures and methodologies. At least two (2) years must have been performing evaluations of criminal justice/criminal justice treatment-related activities.

Such quantitative evaluation experience could have been gained:

- Designing experimental and observational studies to isolate the causal impacts of interventions on outcomes (e.g. recidivism and public safety impact)
- Conducting descriptive and inferential statistical analysis, with the latter including multiple regression, survival analysis, propensity score matching, or other advanced statistical techniques
- Researching concept design and measurement, including surveys or data collection instruments
- Merging and analyzing large administrative datasets, including merging divergent data structures

Such qualitative evaluation experience could have been gained:

- Facilitating focus groups and transcribing data
- Conducting process evaluations and evaluating program fidelity and adherence to established protocols and procedures

- Conducting archival analysis (documenting business rules and procedures)
- Structured, semi-structured, and unstructured interviewing
- Performing field observation
- Conducting analysis of qualitative data using computer-assisted qualitative data analysis software

1.5.2.2 Vendor must demonstrate three (3) years of experience, within the last five (5) years, developing evaluation questions; selecting indicators/benchmarks/targets/outcomes; developing evaluation instruments; and collecting, processing, managing, and analyzing data. Such experience must include the development of reports on evaluation findings to governmental entities.

1.5.3 Additional Requirements to Perform Forecast/Projection Services:

Vendor must demonstrate three (3) years of experience, within the last five (5) years, developing forecasts or projections (such as projections of population, jail bed needs, treatment capacity needs, etc.). At least two (2) years must have been developing forecasts/projections related to criminal justice populations or program needs.

Such experience could have been gained:

- Conducting research and analysis of county, state, and national trends
- Teaching about forecasting methods in criminal justice population
- Publishing research using forecasting techniques on criminal justice topics

1.5.4 Additional Requirements to Perform Development, Analysis, Validation, and/or Norming of Criminal Justice Assessment Tools Services:

Vendor must demonstrate three (3) years of experience, within the last five (5) years, developing, analyzing, validating, and norming assessments for detention review processes, custody classification systems, supervision levels, treatment referrals, or other criminal justice decision-making processes. In this regard, Vendor must demonstrate experience planning, designing, conducting, and analyzing surveys that require complex sampling techniques.

Experience must include:

- Ability to correct for sampling and non-sampling bias
- Developing and validating questionnaires

- Use of scaling techniques
- Conducting data processing, management, and analysis

## **1.6 New Firm Eligibility**

The Department may allow a Vendor to submit an SOQ even if the company has not been in business for the minimum number of years identified in the RFSQ, provided their principals, partners or officers personally meet the minimum qualifications from previous organizations. Vendors are instructed to explicitly state that they are seeking to qualify under this paragraph.

## **1.7 Master Agreement Process**

The objective of this RFSQ process is to secure one (1) or more Qualified Contractors to provide criminal justice research and evaluation services. Specific tasks, deliverables, etc. will be determined at the time the requesting County department solicits Work Order bids.

- 1.7.1 Master Agreements will be executed with all Vendors determined to be qualified.
- 1.7.2 Upon the CCJCC's execution of these Master Agreements, the qualified Vendors will become Qualified Contractors, and thereafter may be solicited under competitive conditions to provide as-needed criminal justice research and/or evaluation services under Work Orders to be issued by County. Work Orders shall include a Statement of Work which shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be either on a time and materials basis or on a fixed price per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order. The execution of a Master Agreement does not guarantee a Qualified Contractor any minimum amount of work under a Master Agreement.
- 1.7.3 The Master Agreement includes various categories of services. Only those Qualified Contractors qualified for the specific service category will be contacted to submit bids at the time the County identifies a need to procure services within the specific service category.

## **1.8 Master Agreement Term**

- 1.8.1 The term of the Master Agreement will be six (6) years as authorized by the Los Angeles County Board of Supervisors (Board). At the conclusion of the six year period, the County shall have the option to extend the term on a month-to-month basis not to exceed, in aggregate, a maximum total master agreement term of six (6) years, 6 months. The six (6) month-to-month extensions shall be exercised at the sole discretion of the Countywide Criminal Justice Coordination Committee, as authorized by the Board.

1.8.2 County will be continuously accepting SOQs throughout the duration of the Master Agreement to qualify Vendors for a Master Agreement. The term of each individually executed Master Agreement shall commence upon the date of its execution by the Director of the Countywide Criminal Justice Coordination Committee.

## **1.9 County Rights and Responsibilities**

The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in this RFSQ and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFSQ. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

## **1.10 Days of Operation**

The Contractor will not be required to provide criminal justice research and evaluation services on County-recognized holidays.

## **1.11 Contact with County Personnel**

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

Erika Williams, Analyst  
Countywide Criminal Justice Coordination Committee  
500 W. Temple Street, Room 520  
Los Angeles, CA 90012  
e-mail address: ewilliams@ccjcc.lacounty.gov  
fax #: (213) 613-2711

If it is discovered that a Vendor contacted and received information regarding this RFSQ from any County personnel other than the person specified above, County, in its sole determination, may disqualify the Vendor's SOQ from further consideration.

## **1.12 County's Authorized Authority to Execute Master Agreements**

It is the Countywide Criminal Justice Coordination Committee's intention to request that the County Board of Supervisors delegate authority to the Director of the Countywide Criminal Justice Coordination Committee to execute Master Agreements with qualified Vendors that meet the Minimum Qualifications outlined in Paragraph 1.5, Vendor's Minimum Qualifications, of this RFSQ.

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

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

#### **1.14 County Option to Cancel RFSQ or Reject SOQs**

The County may, at its sole discretion, cancel this RFSQ and/or reject any or all SOQs submitted in response to this RFSQ. The County shall not be liable for any cost incurred by a Vendor in connection with preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

#### **1.15 Protest Process**

1.15.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Subparagraph 1.15.3, Grounds for Review, below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the Sections below.

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

##### **1.15.3 Grounds for Review**

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- Review of Solicitation Requirements Review (Reference Paragraph 2.4, Solicitations Requirements Review, of this RFSQ)
- Review of a Disqualified SOQ (Reference Paragraph 3.2, Disqualification Review, and Paragraph 3.3. Selection/Qualification Process, of this RFSQ)

#### **1.16 Notice to Vendors Regarding Public Records Act**

1.16.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when Department recommends the qualified Vendor(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and

identified by the Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

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

### **1.17 Indemnification and Insurance**

Vendor shall be required to comply with the indemnification provisions contained in Paragraph 8.22, Indemnification, of Appendix H, Master Agreement, of this RFSQ. Vendor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 8.23, General Provisions for All Insurance Coverage, and Paragraph 8.24, Insurance Coverage, of Appendix H, Master Agreement, of this RFSQ.

### **1.18 SPARTA Program**

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

### **1.19 Injury and Illness Prevention Program (IIPP)**

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

### **1.20 Background and Security Investigations**

- 1.20.1 At any time prior to or during the term of the Master Agreement, all Contractor staff, subcontractors, and agents of Contractor (collectively herein "Contractor's staff"), who are 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 Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice

and 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 the Vendor, regardless if the Contractor's staff member passes or fails the background investigation.

- 1.20.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through County's background investigation.
- 1.20.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff who does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 1.20.4 Disqualification of any member of Contractor's staff shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the Master Agreement.

## **1.21 Confidentiality and Independent Contractor Status**

As appropriate, Contractor shall be required to comply with the confidentiality provision set forth in Paragraph 7.7, Confidentiality, and the independent contractor status provision set forth in Sub-paragraph 8.21, Independent Contractor Status, of Appendix H, Master Agreement, of this RFSQ.

## **1.22 Conflict of Interest**

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Exhibit 4, Certification of No Conflict of Interest, of Appendix A, Required Forms, of this RFSQ.

## **1.23 Determination of Vendor Responsibility**

### **1.23.1 Responsible Proposer**

A responsible Vendor is a Vendor 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 Vendors.

### **1.23.2 Chapter 2.202 of the County Code**

Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.

**1.23.3 Non-responsible Proposer**

The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board of Supervisors, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

**1.23.4 Intention to Recommend to the Board of Supervisors**

If there is evidence that the Vendor may not be responsible, the Department shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board of Supervisors that the Vendor be found not responsible. The Department shall provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

**1.23.5 Recommendation to the Board of Supervisors**

If the Vendor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor shall reside with the Board of Supervisors.

**1.23.6 Subcontractors of Proposers**

These terms shall also apply to proposed subcontractors of Vendors on County contracts.

**1.24 Vendor Debarment**

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**1.24.1 County Code Chapter 2.202**

The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other 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 the County may terminate any or all of the Vendor's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

**1.24.2 Notice to Proposer**

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

**1.24.3 Contractor Hearing Board**

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

**1.24.4 Recommendation to the Board of Supervisors**

After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**1.24.5 Requests to Review Debarment Determination**

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If a Vendor has been debarred for a period longer than five (5) years, that Vendor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Vendor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

**1.24.6 Contractor Hearing Board**

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

**1.24.7 Recommendation to the Board of Supervisors**

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

**1.24.8 Subcontractors of Proposers**

These terms shall also apply to proposed subcontractors of Vendors on County contracts.

**1.24.9 Debarment List**

Appendix E, Listing of Contractors Debarred in Los Angeles County, of this RFSQ provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

## **1.25 Vendor's Adherence to County Child Support Compliance Program**

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

## **1.26 Gratuities**

### **1.26.1 Attempt to Secure Favorable Treatment**

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

### **1.26.2 Vendor Notification to County**

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

### **1.26.3 Form of Improper Consideration**

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

## **1.27 Notice to Vendors Regarding the County Lobbyist Ordinance**

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

Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting Exhibit 8, Familiarity with the County Lobbyist Ordinance Certification, of Appendix A, Required Forms, of this RFSQ, as part of their SOQ.

### **1.28 Federal Earned Income Credit**

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

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

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

1.29.2 Vendors shall complete and return Exhibit 13, Attestation of Willingness to Consider GAIN/GROW Participants, of Appendix A, Required Forms, of this RFSQ, as part of their SOQ.

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

After award of a Master Agreement and subsequent Work Order(s), the County or its agent will evaluate the Contractor's performance under the Master Agreement and Work Order(s) on an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Master Agreement and performance standards identified in the Work Order(s). Contractor's deficiencies which the County determines are severe or continuing and that

may jeopardize performance of this Master Agreement and subsequent Work Order(s) will be reported to the County Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Master Agreement and/or Work Order(s) in whole or in part, or impose other penalties as specified in the Master Agreement.

### **1.31 Recycled Bond Paper**

Vendor shall be required to comply with the County's policy on recycled bond paper as specified in Paragraph 8.38, Recycled Bond Paper, of Appendix H. Master Agreement, of this RFSQ.

### **1.32 Safely Surrendered Baby Law**

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

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

1.33.1 The County has multiple programs that address small businesses. The County Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

1.33.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Paragraph 1.35, Local Small Business Enterprise Preference Program, of this RFSQ.

1.33.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Paragraph 1.34, Jury Service Program, of this RFSQ.

1.33.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix C, County of Los Angeles Policy on Doing Business with Small Business, of this RFSQ.

### **1.34 Jury Service Program**

The prospective Master Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service

Program”) (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Appendix D, Jury Service Ordinance, and the pertinent jury service provisions in Paragraph 8.7, Compliance with County’s Jury Service Program, of Appendix H, Master Agreement, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.34.1 The Jury Service Program requires Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee’s regular pay the fees received for jury service. For purposes of the Jury Service Program, “employee” means any California resident who is a full-time employee of a Contractor and “full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor’s full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

1.34.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program’s definition of “Contractor”. The Jury Service Program defines “Contractor” to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000, and, 3) is not an “affiliate or subsidiary of a business dominant in its field of operation”. The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 1.34.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Exhibit 14, Contractor Employee Jury Service Program Certification Form and Application for Exception, of Appendix A, Required Forms, of this RFSQ and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

### **1.35 Local Small Business Enterprise Preference Program**

- 1.35.1 In reviewing Work Order bids, the County will give Local SBE preference to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business and; 2) has had its principal office located in Los Angeles County for a period of at least one year. The business must be certified by Internal Services Department as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
- 1.35.2 To apply for certification as a Local SBE, companies may register at the Internal Services Department's website at: <http://laosb.org>
- 1.35.3 Certified Local SBEs must request the SBE Preference in each of their Work Order bid responses and may not request the preference unless the certification process has been completed and certification affirmed. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.
- 1.35.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>

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

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

### **1.37 EEO Certification**

In accordance with Los Angeles County Code, Section 4.32.010 the Contractor 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. Vendors shall complete and submit Exhibit 5, Vendor's EEO Certification, of Appendix A, Required Forms, of this RFSQ as part of the SOQ.

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

The Vendor shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Vendor on Exhibit 2, Vendor's Organization Questionnaire/Affidavit, of Appendix A, Required Forms, of this RFSQ. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

### **1.39 Transitional Job Opportunities Preference Program**

1.39.1 In reviewing Work Order bids, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the department with their bid response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department.

1.39.2 Transitional Job Opportunities vendors must request the preference in each of their Work Order bid responses and may not receive the preference until their certification has been affirmed by the applicable Department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a bidder that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

#### **1.40 Contractor's Obligations as a "Business Associate" Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")**

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as in effect and as may be amended, as contained in Exhibit H, Contractor's Obligations as a Business Associate under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") of Appendix H. Master Agreement, of this RFSQ.

#### **1.41 Contractor's Charitable Contributions Compliance**

1.41.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read Appendix I, Background and Resources: California Charities Regulations, of this RFSQ. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

1.41.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete Exhibit 16, Charitable Contributions Certification, of Appendix A, Required Forms, of this RFSQ. A completed Exhibit 16, Charitable Contributions Certification, of Appendix A, Required Forms, of this RFSQ is a required part of any Master Agreement with the County.

1.41.3 In Exhibit 16, prospective contractors certify either that:

- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement,

- OR -

- they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

- 1.41.4 Prospective County contractors that do not complete Exhibit 17, Charitable Contributions Certification, of Appendix A, Required Forms, of this RFSQ as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

## **1.42 Defaulted Property Tax Reduction Program**

- 1.42.1 The prospective Master Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read Appendix J, Defaulted Property Tax Reduction Program, and the pertinent provisions of Paragraph 8.50, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, and Paragraph 8.51, Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program, of Appendix H, Master Agreement, both of which are incorporated by reference into and made a part of this RFSQ. The Defaulted Tax Program applies to both Contractors and their subcontractors.
- 1.42.2 Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any Master Agreement that may be awarded pursuant to this RFSQ or shall certify that they are exempt from the Defaulted Tax Program by completing Exhibit 15, Certification of Compliance with the County's Defaulted Property Tax Reduction Program, of Appendix A, Required Forms, of this RFSQ. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).
- 1.42.3 SOQs that fail to comply with the certification requirements of the Defaulted Property Tax Program will be considered non-responsive and excluded from further consideration.

## **1.43 Disabled Veteran Business Enterprise Preference Program (DVBE)**

- 1.43.1 The County will give preference during the solicitation process to businesses that meet the definition of a Disabled Veteran Business Enterprise, consistent with Chapter 2.211 of the Los Angeles County Code. A Disabled Veteran Business Enterprise vendor is defined as:

- 1) A business which is certified by the State of California as a Disabled Veteran Business Enterprise; or
  - 2) A business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).
- 1.43.2 Certified Disabled Veteran Business Enterprise vendors must request the preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification is affirmed.
- 1.43.3 In no case shall the Disabled Veteran Business Enterprise Preference Program price or scoring preference be combined with any other county preference program to exceed eight percent (8%) in response to any county solicitation.
- 1.43.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Disabled Veteran Business Enterprise.
- 1.43.5 To request the Disabled Veteran Business Enterprise Preference, Proposer must complete and submit Exhibit 7, Request for Disabled Veteran Business Enterprise Consideration, of Appendix A, Required Forms, of this RFSQ, with supporting documentation with their SOQ.
- 1.43.6 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>
- 1.43.7 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>

#### **1.44 Time Off for Voting**

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 (California Elections Code Section 14000). Not less than ten (10) calendar days before every statewide election, every Contractor and subcontractor 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 California Elections Code Section 14000.

## **2.0 INSTRUCTIONS TO VENDORS**

This Section contains key project dates and activities as well as instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).

### **2.1 County Responsibility**

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

### **2.2 Truth and Accuracy of Representations**

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

### **2.3 RFSQ Timetable**

#### **The timetable for this RFSQ is as follows:**

- Release of RFSQ.....06/18/14
- Request for a Solicitation Requirements Review Due.....07/03/14  
(10 business days after release of solicitation document)
- Written Questions Due .....07/16/14
- Vendor Conference Date.....07/09/14
- Questions and Answers Released.....07/25/14
- SOQ due by 3:00 PM (Pacific Time).....08/15/14

### **2.4 Solicitation Requirements Review**

2.4.1 Any person or entity may seek a Solicitation Requirements Review by submitting Appendix B, Transmittal Form to Request a Solicitation Requirements Review, of this RFSQ to the CCJCC as described in this Paragraph 2.4, Solicitation Requirements Review. A request for a Solicitation Requirements Review may be denied, in the CCJCC's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is submitted on or before July 3, 2014 to the address and contact person identified in Paragraph 1.11, Contact with County Personnel, of this RFSQ.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for

the requested review; and

4. The request for a Solicitation Requirements Review asserts either that:
  - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or
  - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

2.4.2 The Solicitation Requirements Review shall be completed and CCJCC's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the SOQ due date.

## 2.5 Vendors' Questions

2.5.1 Vendors may submit written questions regarding this RFSQ by mail, fax or e-mail to the individual identified below. All questions must be received by July 16, 2014. All questions, without identifying the submitting Vendor, will be compiled with the appropriate answers and issued as an addendum to this RFSQ.

2.5.2 When submitting questions, please specify the RFSQ section number, paragraph number, and page number and quote the language that prompted the question, using the format set forth in Exhibit 19, Sample Format to Submit Written Questions for RFSQ, of Appendix A, Required Forms, of this RFSQ. This will ensure that the question can be quickly found in the RFSQ. County reserves the right to group similar questions when providing answers.

2.5.3 Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Vendors or, due to unclear instructions, may result in the County not receiving the best possible responses from Vendor.

2.5.4 Questions shall be addressed to:

Erika Williams, Analyst  
Countywide Criminal Justice Coordination Committee  
500 W. Temple Street, Room 520  
Los Angeles, CA 90012  
e-mail address: ewilliams@ccjcc.lacounty.gov  
fax #: (213) 613-2711

## 2.6 Vendors Conference

A Vendors Conference will be held to discuss the RFSQ. County staff will respond to questions from potential Vendors. The conference is scheduled as follows:

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July 9, 2014  
2:00 PM (Pacific Time)  
Kenneth Hahn Hall of Administration  
500 W. Temple Street  
3<sup>rd</sup> Floor, Room 374-A  
Los Angeles, CA 90012

## 2.7 SOQ Submission Package

- 2.7.1 The objective of the Statement of Qualifications (SOQ) submission package is for the County to ascertain the Vendor's ability to meet or exceed the required service level, including the ability to follow specific instructions.
- 2.7.2 The closing date and time for SOQ submission is Friday, August 15, 2014 at 3:00 PM PST. It is the sole responsibility of the Vendor to see that its SOQ is received before the submission deadline. The Vendor shall bear all risks associated with delays in the U.S. Mail or other courier service. Any SOQs received after the scheduled closing time for receipt of SOQs may be returned to the sender unopened, at the County's sole discretion.
- 2.7.3 The SOQ must be in a three-ring binder and submitted in the prescribed format below:
- One original SOQ and three (3) numbered copies must be typewritten or word-processed on 8-1/2" X 11" white bond paper.
  - The SOQ and copies must be in a three-ring binder
  - The SOQ and copies' cover binders must state the title of the RFSQ, RFSQ number, and the name of Vendor's organization.
  - The original SOQ cover must clearly state "Original."
  - Each page must be clearly and consecutively numbered, including all attachments/exhibits.
  - Each section must be specifically labeled with tab inserts and in the order indicated in the Paragraph 2.8. Preparation and Format of the SOQ, below.
- 2.7.4 The Master Agreement is provided as Appendix H, Master Agreement, of this RFSQ for your information and review. Vendor shall **NOT** complete or submit the Master Agreement with their SOQ.
- 2.7.5 County is not responsible for any costs or other liabilities associated with the preparation, delivery, or submission of any SOQ in response to this RFSQ.

## 2.8 Preparation and Format of the SOQ

All SOQs must be bound and submitted in the format prescribed herein. Any SOQ that deviates from this format may be rejected without review at the

County's sole discretion. The content and sequence of the SOQ must be as follows:

- Transmittal Letter
- Table of Contents
- Vendor's Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)
- Proof of Licenses (Section D)

### **2.8.1 Transmittal Letter**

The SOQ must contain a transmittal letter that is no more than eight (8) pages, single-sided, and typed/printed that includes the following in the order listed:

- Title of RFSQ and date;
- The exact legal business name and legal business status (i.e., partnership, corporation, etc.) of the Vendor, as indicated in Exhibit 2, Vendor's Organization Questionnaire/Affidavit, of Appendix A, Required Forms of this RFSQ; If Vendor is a corporation, Limited Liability Company (LLC), or partnership, that has a Board of Directors, a Board of Director's resolution identifying the person(s) authorized to bind the entity on its behalf is also be required; If Vendor is a corporation, Limited Liability Company (LLC), or partnership, that does not have a Board of Directors, a signed Declaration that no Board of Directors exists is required;
- A brief introduction of the Vendor and its organization; and
- The transmittal letter must bear the signatures(s) of the individual(s) authorized to sign on behalf of the Vendor (name, title, and signature) and bind the applicant in a Master Agreement. Person(s) signing this form shall be recognized as the Vendor's contact for any communication between the County and the Vendor.
- Vendor's legal name, address, telephone and facsimile numbers and the number of years Vendor has been in business under the present business name, as well as prior business names.
- Vendor's legal business status (i.e., partnership, corporation, etc.).
- An explanation as to how Vendor meets or exceeds the requirements set forth in Paragraph 1.5, Vendor's Minimum Qualifications, of this RFSQ, including the number of years' experience. Vendor shall provide statements regarding its experience and background. If Vendor is attempting to qualify

under Paragraph 1.6, New Firm Eligibility, Vendor must explicitly state this intention.

- Affirmation of the Vendor's capability and intention to directly provide services.
- A statement that the Vendor will bear sole and complete responsibility for all work as defined in Paragraph 1.2, Scope of Work, and elsewhere in this RFSQ, and all work as defined in subsequent Work Order(s) that may be awarded to Vendor under the resultant Master Agreement.
- The names, titles, telephone, email, and facsimile numbers of individuals in Vendor's organization to contact for additional information.
- Of the Board members identified in Exhibit 3, List of Current Members of Board of Directors, of Appendix A, Required Forms, of this RFSQ, indicate which Board members are authorized to sign on behalf of Vendor and to bind the Vendor in a Master Agreement (Authorized signers must comply with Section 313 of the California Corporations Code).
- Disclosure of any and all employee or Board of Directors, or any other person acting on Vendor's behalf, who is within the purview of Los Angeles County Code Section 2.180.010 (Reference Exhibit 4, Certification of No Conflict of Interest, of Appendix A, Required Forms, of this RFSQ).
- A statement regarding the existence of any collective bargaining between the Vendor and its employees.

## **2.8.2 Table of Contents**

The Table of Contents shall immediately follow Transmittal Letter and must be a comprehensive listing of material included in the SOQ. This section of the SOQ must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

## **2.8.3 Vendor's Qualifications (Section A)**

Vendor shall demonstrate that the Vendor's organization has the qualifications to perform the required criminal justice research and evaluation services. The following sections must be included in Section A, Vendor's Qualifications, of the SOQ:

### **2.8.3.1 Vendor's Background and Experience (Section A.1)**

The Vendor shall complete, sign, and date Exhibit 1, SOQ Checklist, and Exhibit 2, Vendor's Organization Questionnaire/Affidavit, of Appendix A, Required Forms, of this RFSQ. The person signing the form must be authorized to sign on behalf of the Vendor and to bind the vendor in a Master

Agreement. Vendor shall provide a summary of relevant background information to demonstrate that the Vendor meets the Minimum Qualifications set forth in Paragraph 1.5, Vendor's Minimum Qualifications, of this RFSQ and has the capability to perform the required services as a corporation or other entity.

**Required Supporting Documents:**

For each service category for which the Vendor is attempting to qualify, Vendor must:

- 1) Provide a Statement of Experience (SOE) that includes sufficient details to demonstrate the ability of the company, firm, or university program to carry out specialized criminal justice research and/or evaluation needs of CCJCC and County departments. The SOE shall include a summary of relevant background information to demonstrate that the Vendor meets the Minimum Qualifications, including years of experience, stated in Paragraph 1.5, Vendor's Minimum Qualifications, of this RFSQ and has ability to perform the types of service or services described in Paragraph 1.2, Scope of Work, and elsewhere in this RFSQ. If Vendor is attempting to qualify under Paragraph 1.6, New Firm Eligibility, Vendor's SOE shall include sufficient details to demonstrate the principals of the company, firm, or university program possess the requisite experience that, combined, would meet the Minimum Qualifications, including years of experience, stated in Paragraph 1.5, Vendor's Minimum Qualifications, of this RFSQ. Vendor shall not merely attest that its company, firm, or university program will comply and shall not restate the requirement. The SOE for each desired service category must not exceed two (2) pages per service category. Note that reviewers will not read the SOE beyond the two (2) page limit per service category.
- 2) For each desired service category, submit a list of all reports completed within the past five (5) years which demonstrate the requisite experience in the desired service category, as stated in Paragraph 1.5, Vendor's Minimum Qualifications. For each item listed, Vendor must identify what the project accomplished and whether the project met budget and timeline requirements.
- 3) Submit a sample evaluation, forecast/projection, or validation study completed within the past five (5) years on criminal justice/criminal justice treatment related issues. The submitted sample must demonstrate Vendor's expertise in the category they are attempting to qualify in:

Evaluation/Impact/Outcome Services; Forecast/Projection Services; and/or Development, Analysis, Validation, and/or Norming of Criminal Justice Assessment Tools Services (the sample submitted may be one of those listed in 2 above or in addition to those listed in 2 above). If Vendor is attempting to qualify in more than one (1) category, Vendor must submit a sample report for each category in which Vendor is attempting to qualify in; and,

- 4) For each desired service category, submit a list of the key Vendor personnel responsible for analysis, research and/or evaluation activities, including the position title and the corresponding summary of qualifications, and years of experience for each position to demonstrate that the Vendor meets the Minimum Qualifications of this RFSQ. The list may not exceed one (1) page. Note that reviewers will not read the list beyond the one (1) page limit per service category.

#### **2.8.3.2 Vendor's Organizational Structure (Section A.2)**

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

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

#### **Required Support Documents:**

The Vendor must submit the following documentation with the SOQ:

#### **Fictitious Business Name Statement (if applicable):**

The Vendor must submit a certified copy of the Fictitious Business Name Statement indicating the name under which Prospective Contractor will be "doing business as" (dba). A valid fictitious business name will be used as a "dba" to identify the Vendor on any pertinent documents. An example of how the legal name of the contract would read is "Smith Services, Inc., dba Happy Homes." If no Fictitious Business Name Statement is submitted, Vendor shall include statement that no

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Fictitious Business Name applies. Vendor's name as indicated on its certified Statement of Information form shall be used.

**Limited Partnership:**

- 1) The Vendor must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.
- 2) Vendor shall submit a signed Board of Directors' Resolution identifying the person(s) authorized to bind the entity on its behalf or a signed Declaration that no Board of Directors exists. The Board of Directors' Resolution or signed Declaration must be on the Vendor's letterhead.
- 3) Vendor shall submit a list of current members of the Board of Directors or Partnership, if applicable.

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

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.
- 3) Vendor shall submit a signed Board of Director's Resolution identifying the person(s) authorized to bind the entity on its behalf or a signed Declaration that no Board of Directors exists. The Board of Directors' Resolution or signed Declaration must be on the Vendor's letterhead.
- 4) Vendor shall submit a list of current members of the Board of Directors, if applicable.

**Nonprofit Corporations:**

- 1) Exempt Organization Determination Letter from the Internal Revenue Service (IRS) indicating recognition of Prospective Contractor's tax-exempt status (non-profit corporation) under Section 501(c)(3) of the Tax Code;
- 2) Determination of Exemption Letter from the State of California Franchise Tax Board (FTB) indicating recognition of Prospective Contractor's tax-exempt status (non-profit corporation) under Section 23701 of the California Revenue and Taxation Code; and

- 3) Vendor's name and address shall match the name and address on Vendor's IRS and FTB non-profit determination letters.
- 4) Vendor shall submit a signed Board of Director's Resolution identifying the person(s) authorized to bind the entity on its behalf or a signed Declaration that no Board of Directors exists. The Board of Director's Resolution or signed Declaration must be on the Vendor's letterhead.
- 5) Vendor shall submit a list of current members of the Board of Directors, if applicable.

#### **2.8.3.3 Vendor's References (Section A.3)**

It is the Vendor's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both forms – Exhibit 9, Prospective Contractor References, and Exhibit 10, Prospective List of Contracts, of Appendix A, Required Forms, of this RFSQ.

County may disqualify a Vendor if:

- references fail to substantiate Vendor's description of the services provided; or
- references fail to support that Vendor has a continuing pattern of providing capable, productive and skilled personnel, or
- CCJCC is unable to reach the point of contact with reasonable effort. It is the Vendor's responsibility to inform the point of contact of normal working hours

The Vendor must complete and include Exhibits 9, 10, and 11 of Appendix A, Required, Forms of this RFSQ.

a. Prospective Contractor References, Exhibit 9

Vendor must provide five (5) references where the same or similar scope of services were provided.

b. Prospective Contractor List of Contracts, Exhibit 10

The listing must include all contracts with public entities for the last three (3) years. A photocopy of this form should be used if necessary.

c. Prospective Contractor List of Terminated Contracts, Exhibit 11

The listing must include all contracts terminated within the past three (3) years with a reason for termination.

**2.8.3.4 Vendor's Litigation, Threatened Litigation, and Judgments (Section A.4)**

Vendor shall complete and submit Exhibit 12, Prospective Contractor Litigation and Judgments, of Appendix A, Required Forms, of this RFSQ. Vendor shall identify by name, case and court jurisdiction any pending litigation in which Vendor is involved or judgments against Vendor in the past five (5) years. Vendor shall provide a statement describing the size and scope of any pending or threatened litigation against the Vendor or principals of the Vendor.

**2.8.4 Required Forms (Section B)**

Section B, Required Forms, of Vendor's SOQ shall include all forms identified in Appendix A, Required Forms, of this RFSQ, except those forms specifically identified below in parentheses which are included in Section A of Vendor's SOQ. Vendor shall complete, sign, and date all forms. Forms that are not applicable should be marked as such.

- (Exhibit 1 SOQ Checklist should be included as the first page in Proposer's SOQ, Section A.1)
- (Exhibit 2 Vendor's Organization Questionnaire/Affidavit should be included in Proposer's SOQ, Section A.1)
- (Exhibit 3 List of Current Members of the Board of Directors, Section A.2)
- Exhibit 4 Certification of No Conflict of Interest
- Exhibit 5 Vendor's Equal Employment Opportunity (EEO) Certification
- Exhibit 6 Request for Local SBE Preference Program Consideration
- Exhibit 7 Request for Disabled Veteran Business Enterprise Preference Program (DVBE) Consideration
- Exhibit 8 Familiarity with the County Lobbyist Ordinance Certification
- (Exhibit 9 Prospective Contractor References should be included in Proposer's SOQ, Section A.3)
- (Exhibit 10 Prospective Contractor List of Contracts should be included in Proposer's SOQ, Section A.3)

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- (Exhibit 11 Prospective Contractor List of Terminated Contracts should be included in Proposer's SOQ, Section A.3)
  - (Exhibit 12, Vendor's Litigation, Threatened Litigation and Judgments should be included in Proposer's SOQ, Section A.4)
  - Exhibit 13 Attestation of Willingness to Consider GAIN/GROW Participants
  - Exhibit 14 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception
  - Exhibit 15 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
  - Exhibit 16 Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
  - Exhibit 17 Charitable Contributions Certification
  - Exhibit 18 Acceptance of Terms and Conditions in Master Agreement Affirmation
  - (Exhibit 19 Sample Format to Submit Written Questions for RFSQ)

#### **2.8.5 Proof of Insurability (Section C)**

Vendor must provide proof of insurability that meets all insurance requirements set forth Paragraph 8.23, General Provisions for All Insurance Coverage, and Paragraph 8.24, Insurance Coverage, of Appendix H, Master Agreement, of this RFSQ. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Vendor be selected to receive a Master Agreement award may be submitted with the SOQ.

#### **2.8.6 Proof of Licenses (Section D)**

Vendor must furnish a copy of all applicable licenses, certificates, accreditations, and permits for the provision of all service categories for which they intend to qualify, including, but not limited to: a valid business license. Work Order solicitations may request copies of licenses/credentials/resumes of staff who will be assigned to work on any Work Order under any resultant Master Agreement.

### **2.9 SOQ Submission**

- 2.9.1 In accordance with Paragraph 2.7.3 above, the original SOQ and three (3) numbered copies shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the

Vendor and bear the words: **“SOQ FOR CRIMINAL JUSTICE RESEARCH AND EVALUATION SERVICES”**

- 2.9.2 The SOQ and any related information shall be delivered or mailed to:
- Countywide Criminal Justice Coordination Committee  
520 Kenneth Hahn Hall of Administration  
500 W. Temple Street  
Los Angeles, CA 90012
- 2.9.3 It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the SOQ submission deadline identified in Paragraph 2.3, RFSQ Timetable, of this RFSQ. Submitting Vendors shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.
- 2.9.4 Until the SOQ submission deadline, errors in SOQs may be corrected upon written request for same to the contact person identified in Paragraph 1.10, Contact with County Personnel, of this RFSQ to withdraw the SOQ and by submission of another SOQ with the mistakes corrected. A corrected SOQ will not be accepted once the deadline for submission of SOQs has passed.
- 2.9.5 The County, at its sole discretion, may elect to accept SOQs throughout the duration of the Master Agreement to qualify additional Vendors, depending on the needs of CCJCC.

## **2.10 Acceptance of Terms and Conditions of Master Agreement**

- 2.10.1 Vendors understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix H, Master Agreement, of this RFSQ. The terms and conditions of Appendix H, Master Agreement, of this RFSQ are not negotiable.
- 2.10.2 The County reserves the right to make changes to the Master Agreement and its exhibits at any time and at its sole discretion.

## **2.11 SOQ Withdrawals**

The Vendor may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for submission of SOQs, upon written request for same to the contact person identified in Paragraph 1.10, Contact with County Personnel, of this RFSQ.

## **3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS**

### **3.1 Review Process**

SOQs will be subject to a detailed review by qualified County staff. The review process will include the following steps:

#### **3.1.1 Adherence to Minimum Qualifications**

County shall review the (1) Vendor's Transmittal Letter, (2) Exhibit 1, SOQ Checklist, and Exhibit 2, Vendor's Organization Questionnaire/Affidavit, of this RFSQ, (3) Statement of Experience (SOE) provided in Section A.1 of the SOQ, and (4) sample evaluation, forecast/projection, or validation study to determine if the Vendor meets the Minimum Qualifications as outlined in Paragraph 1.5, Vendor's Minimum Qualifications, of this RFSQ. Exhibit 2, Vendor's Organization Questionnaire/Affidavit, of this RFSQ will serve as an affidavit that Vendor attests that it meets the Minimum Qualifications for the desired service category(ies).

Failure of the Vendor to comply with the Minimum Qualifications may eliminate its SOQ from any further consideration. CCJCC may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

#### **3.1.2 Vendor's Qualifications (Section A)**

County's review shall include the following:

- Vendor's Background and Experience as provided in Section A.1 of the SOQ.
- Vendor's Organization as provided in Section A.2 of the SOQ. If the Vendor is a corporate entity, said entity's "active" status will be verified. For California corporations, the "active" status will be verified via the California Secretary of State's website:

<http://kepler.sos.ca.gov>

- Vendor's References as provided in Section A.3 of the SOQ. The review will include verification of references submitted, a review of the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.
- Vendor's Litigation, Threatened Litigation, and Judgments as provided in Section A.4 of the SOQ to determine the magnitude of any pending litigation, threatened litigation, or judgments against the Vendor or its principals.

#### **3.1.3 Required Forms (Section B)**

All forms listed in Sub-paragraph 2.8.4, Required Forms, must be included in Section B of the SOQ.

**3.1.4 Proof of Insurability (Section C)**

The proof of insurability must be included in Section C of the SOQ and will be reviewed based on requirements as set forth in Sub-paragraph 2.8.5, Proof of Insurability, of this RFSQ.

**3.1.5 Proof of Licenses (Section D)**

The proof of licenses must be included in Section D of the SOQ and will be reviewed based on requirements as set forth in Sub-paragraph 2.8.6, Proof of Licenses, of this RFSQ.

**3.2 Disqualification Review**

3.2.1 An SOQ may be disqualified from consideration because CCJCC determined it was non-responsive at any time during the review/evaluation process. If CCJCC determines that an SOQ is disqualified due to non-responsiveness, CCJCC shall notify the Vendor in writing.

3.2.2 Upon receipt of the written determination of non-responsiveness, the Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

3.2.3 A request for a Disqualification Review may, in CCJCC's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Vendor;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the CCJCC's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

3.2.4 The Disqualification Review shall be completed and the determination shall be provided to the requesting Vendor, in writing, prior to the conclusion of the evaluation process.

**3.3 Selection/Qualification Process**

3.3.1 The County will generally select Vendors that have experience in providing a broad range of research and evaluation services specific to criminal justice programs and populations. However, in order to ensure

the County has a varied pool of Qualified Contractors, CCJCC may offer Master Agreements to Vendors that offer a narrow scope of services in more highly specialized areas.

3.3.2 As set forth in this RFSQ, Vendors may seek to apply in one (1) or more of the following three (3) service categories:

a.) Evaluation/Impact/Outcome Services

The objective of evaluation/impact/outcome services is to evaluate County implemented criminal justice and/or criminal justice treatment programs and to assess their impact on offender outcomes, recidivism, and criminal justice trends. In evaluating the effectiveness of County programs, services could also include the development of program/process modifications to improve outcomes and/or the development of criminal justice projections based on program results.

b.) Forecast/Projection Services

The objective of forecast or projection services is to develop criminal justice forecasts or projections for the County. Such forecasts or projections may involve the criminal justice population, jail bed needs, treatment capacity needs, community supervision staffing needs, etc., based on research and analysis of county, state, and national trends.

c.) Development, Analysis, Validation, and/or Norming of Criminal Justice Assessment Tools

The objective of development, analysis, validation, and norming of criminal justice assessment tools services is to analyze the current criminal justice assessment tools being utilized by the County justice partners; validate the assessment tools; and normalize the assessment tools to the County population. Services can also include the development of needed assessment tools. Such assessment tools could include those used in areas such as risk/needs assessments, detention review processes, custody classification, and rehabilitative treatment planning processes; and may utilize offender and ex-offender subjects in both in-custody and out-of-custody settings.

### **3.4 Precautions Regarding SOQ Submission**

3.4.1 Any SOQ that deviates from the format and/or the submission procedure may be cause for disqualification.

- 3.4.2 Failure to submit the correct number of copies by the required time and date for SOQ submission may be cause for disqualification.
- 3.4.3 Vendor may be disqualified if, on any previous contract(s) with the County, Vendor has either: 1) defaulted on performance; or 2) failed to effectively complete performance on schedule.

### **3.5 Master Agreement Award**

- 3.5.1 Vendors who are notified by CCJCC that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Master Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to CCJCC's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.
- 3.5.2 CCJCC will execute Board of Supervisors-authorized Master Agreements with each selected Vendor. All Vendors will be informed of the final selections.

## 4.0

# APPENDICES AND ATTACHMENTS

**APPENDIX A  
REQUIRED FORMS  
TABLE OF CONTENTS**

EXHIBITS

- 1 SOQ CHECKLIST
- 2 VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT
- 3 LIST OF CURRENT MEMBERS OF BOARD OF DIRECTORS
- 4 CERTIFICATION OF NO CONFLICT OF INTEREST
- 5 VENDOR'S EEO CERTIFICATION
- 6 REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION FORM
- 7 REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM CONSIDERATION
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- 12 VENDOR LITIGATION, THREATENED LITIGATION AND JUDGMENTS
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- 14 LOS ANGELES COUNTY CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM – CERTIFICATION FORM & APPLICATION FOR EXCEPTION
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- 16 CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
- 17 CHARITABLE CONTRIBUTIONS CERTIFICATION
- 18 ACCEPTANCE OF TERMS AND CONDITIONS IN MASTER AGREEMENT
- 19 SAMPLE FORMAT TO SUBMIT WRITTEN QUESTIONS FOR RFSQ

**COUNTY OF LOS ANGELES –  
 COUNTYWIDE CRIMINAL JUSTICE COORDINATION COMMITTEE  
 RFSQ FOR CRIMINAL JUSTICE RESEARCH AND EVALUATION SERVICES  
 CJ-1016  
 SOQ CHECKLIST**

This serves as an application for the Master Agreement for Criminal Justice Research and Evaluation Services.

To Complete the SOQ:

1. Check off/fill out all the requirements met and provide the required signature at the bottom of the form
  - Minimum Qualifications, Paragraph 1.5.1 (applies to all Vendors)
  - Minimum Qualifications Paragraphs 1.5.2 – 1.5.4 (only complete sections in service categories for which you intend to apply)
2. Attach all applicable documents and content in the order and format described in Paragraph 2.8, Preparation and Format of the SOW, of the RFSQ.

PROPOSER NAME:

**1.5 VENDOR’S MINIMUM QUALIFICATIONS**

Interested and qualified Vendors that meet all the Minimum Qualifications stated in 1.5.1-1.5.4 are invited to submit an SOQ to qualify in one or more of the service categories identified below:		<input checked="" type="checkbox"/> (Vendor please check all that apply)
<b>1.5.1.1</b>	Vendor must demonstrate at least <b>three (3)</b> years of experience preparing reports and presenting complex technical information to governmental entities.	<input type="checkbox"/>
<b>1.5.1.2</b>	Vendor must demonstrate that the Project Director shall hold a Master’s degree or higher and have at least <b>five (5)</b> years of demonstrated experience within the last <b>seven (7)</b> years conducting social science or criminal justice research.	<input type="checkbox"/>
<b>1.5.2</b>	<b>Additional Requirements to Perform “Evaluation/Impact/Outcome Services”:</b>	<input type="checkbox"/>

	<p><b>1.5.2.1</b> Vendor must demonstrate three (3) years of experience within the last five (5) years planning, designing, and conducting quantitative and qualitative evaluations of governmental programs, initiatives, policies, or procedures using standard evaluation procedures and methodologies. At least two (2) years must have been performing evaluations of criminal justice/criminal justice treatment-related activities.</p> <p><u>Such quantitative evaluation experience could have been gained:</u></p> <ul style="list-style-type: none"> <li>• Designing experimental and observational studies to isolate the causal impacts of interventions on outcomes (e.g. recidivism and public safety impact)</li> <li>• Conducting descriptive and inferential statistical analysis, with the latter including multiple regression, survival analysis, propensity score matching, or other advanced statistical techniques</li> <li>• Researching concept design and measurement, including surveys or data collection instruments</li> <li>• Merging and analyzing large administrative datasets, including merging divergent data structures</li> </ul> <p><u>Such qualitative evaluation experience could have been gained:</u></p> <ul style="list-style-type: none"> <li>• Facilitating focus groups and transcribing data</li> <li>• Conducting process evaluations and evaluating program fidelity and adherence to established protocols and procedures</li> <li>• Conducting archival analysis (documenting business rules and procedures)</li> <li>• Structured, semi-structured, and unstructured interviewing</li> <li>• Performing field observation</li> <li>• Conducting analyses of qualitative data using computer-assisted qualitative data analysis software</li> </ul>	<input type="checkbox"/>
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	<p><b>1.5.2.2</b> Vendor must demonstrate three (3) years of experience within the last five (5) years developing evaluation questions; selecting indicators/benchmarks/targets/outcomes; developing evaluation instruments; and collecting, processing, managing, and analyzing data. Such experience must include the development of reports on evaluation findings to governmental entities.</p>	<input type="checkbox"/>
<p><b>1.5.3</b></p>	<p><b>Additional Requirements to Perform “Forecast/Projection Services”:</b></p>	<input type="checkbox"/>
	<p>Vendor must demonstrate three (3) years of experience, within the last five (5) years, developing forecasts or projections (such as projections of population, jail bed needs, treatment capacity needs, etc.). At least two (2) years must have been developing forecasts/projections related to criminal justice populations or program needs.</p> <p><u>Such experience could have been gained:</u></p> <ul style="list-style-type: none"> <li>• Conducting research and analysis of county, state, and national trends</li> <li>• Teaching about forecasting methods in criminal justice population.</li> <li>• Publishing research using forecasting techniques on criminal justice topics.</li> </ul>	
<p><b>1.5.4</b></p>	<p><b>Additional Requirements to Perform “Development, Analysis, Validation, and/or Norming of Criminal Justice Tools Services”:</b></p>	<input type="checkbox"/>
	<p>Vendor must demonstrate three (3) years of experience, within the last five (5) years, developing, analyzing, validating, and norming assessments for detention review processes, custody classification systems, supervision levels, treatment referrals, or other criminal justice decision-making processes. In this regard, Vendor must demonstrate experience planning, designing, conducting, and analyzing surveys that require complex sampling techniques.</p> <p><u>Experience must include:</u></p> <ul style="list-style-type: none"> <li>• Ability to correct for sampling and non-sampling bias</li> <li>• Developing and validating questionnaires</li> <li>• Use of scaling techniques</li> <li>• Conducting data processing, management, and analysis.</li> </ul>	
<p><b>RFSQ, Paragraph 2.8.1, Transmittal Letter (Proposer’s SOQ)</b></p>		<input type="checkbox"/>
<p><b>RFSQ, Paragraph 2.8.2, Table of Contents (Proposer’s SOQ)</b></p>		<input type="checkbox"/>

<b>RFSQ, Paragraph 2.8.3., Vendor’s Qualifications (Proposer’s SOQ Section A.)</b>	
<b>RFSQ, Paragraph 2.8.3.1, Vendor’s Background and Experience (Proposer’s SOQ Section A.1)</b>	
Exhibit 1: Statement of Qualification Checklist	<input type="checkbox"/>
Exhibit 2: Vendor’s Organization Questionnaire/Affidavit	<input type="checkbox"/>
Exhibit 3: List of Current Members of the Board of Directors	<input type="checkbox"/>
<b>For each service category that Vendor is attempting to qualify, Vendor submitted:</b>	
<p>1. A Statement of Experience (SOE) that:</p> <p>a.) Demonstrates ability to carry out the specialized research and/or evaluation needs of CCJCC and County departments.</p> <ul style="list-style-type: none"> <li>• Evaluation/Impact/Outcome Services</li> <li>• Forecast/Projection Services</li> <li>• Development, Analysis, Validation, and Norming of Criminal Justice Assessment Tools</li> </ul> <p>b.) Provides a summary of relevant background information to demonstrate that the vendor meets the Minimum Qualifications, including years in services, stated in Paragraph 1.5, Vendor's Minimum Qualifications, of this RFSQ and ability to perform the types of actions described in Paragraph 1.2, Scope of Work, of the RFSQ. (If Vendor is attempting to qualify under Paragraph 1.6, New Firm Eligibility, Vendor’s SOE includes sufficient details to demonstrate the principals of the company, firm, or university program possess the requisite experience that, combined, would meet the Minimum Qualifications, including years of experience, stated in Paragraph 1.5, Vendor’s Minimum Qualifications, of the RFSQ.)</p> <ul style="list-style-type: none"> <li>• Evaluation/Impact/Outcome Services</li> <li>• Forecast/Projection Services</li> <li>• Development, Analysis, Validation, and Norming of Criminal Justice Assessment Tools</li> </ul> <p>c.) Does not exceed two (2) pages.</p> <ul style="list-style-type: none"> <li>• Evaluation/Impact/Outcome Services</li> <li>• Forecast/Projection Services</li> <li>• Development, Analysis, Validation, and Norming of Criminal Justice Assessment Tools</li> </ul>	<p style="text-align: right;"> <input type="checkbox"/> <input type="checkbox"/>n/a  <input type="checkbox"/> <input type="checkbox"/>n/a  <input type="checkbox"/> <input type="checkbox"/>n/a                 </p> <p style="text-align: right;"> <input type="checkbox"/> <input type="checkbox"/>n/a  <input type="checkbox"/> <input type="checkbox"/>n/a  <input type="checkbox"/> <input type="checkbox"/>n/a                 </p> <p style="text-align: right;"> <input type="checkbox"/> <input type="checkbox"/>n/a  <input type="checkbox"/> <input type="checkbox"/>n/a  <input type="checkbox"/> <input type="checkbox"/>n/a                 </p>

<p>2. A list of all reports completed within the past <b>five (5)</b> years which demonstrates Vendor’s expertise in the desired category. For each item listed, Vendor identified what the project accomplished and whether the project met budget and timeline requirements:</p> <ul style="list-style-type: none"> <li>• Evaluation/Impact/Outcome Services</li> <li>• Forecast/Projection Services</li> <li>• Development, Analysis, Validation, and Norming of Criminal Justice Assessment Tools</li> </ul>	<p><input type="checkbox"/> n/a  <input type="checkbox"/> n/a  <input type="checkbox"/> n/a</p>
<p>3. A sample evaluation, forecast/projection, or validation study completed within the past <b>five (5)</b> years on criminal justice/criminal justice treatment-related issues which demonstrates expertise in the category Vendor is attempting to qualify in: Evaluation/Impact/Outcome Services; Forecast/Projection Services; and/or Development, Analysis, Validation and/or Norming of Criminal Justice Assessment Tools Services (the sample submitted may be one (1) of those listed or in addition to those listed in 2 above). If Vendor is attempting to qualify in more than one (1) category, Vendor must submit a sample report for each category in which Vendor is attempting to qualify in:</p> <ul style="list-style-type: none"> <li>• Evaluation/Impact/Outcome Services</li> <li>• Forecast/Projection Services</li> <li>• Development, Analysis, Validation, and Norming of Criminal Justice Assessment Tools</li> </ul>	<p><input type="checkbox"/> n/a  <input type="checkbox"/> n/a  <input type="checkbox"/> n/a</p>
<p>4. A list of key Vendor personnel responsible for analysis, research, and/or validation activities which:</p> <p>a.) States the position titles:</p> <ul style="list-style-type: none"> <li>• Evaluation/Impact/Outcome Services</li> <li>• Forecast/Projection Services</li> <li>• Development, Analysis, Validation, and Norming of Criminal Justice Assessment Tools</li> </ul> <p>b.) Provides a corresponding summary of qualifications and years of experience for each position to demonstrate that Vendor meets the Minimum Qualifications, including years of experience, stated in Paragraph 1.5 of this RFSQ:</p> <ul style="list-style-type: none"> <li>• Evaluation/Impact/Outcome Services</li> <li>• Forecast/Projection Services</li> <li>• Development, Analysis, Validation, and Norming of Criminal Justice Assessment Tools</li> </ul> <p>c.) Does not exceed one (1) page.</p> <ul style="list-style-type: none"> <li>• Evaluation/Impact/Outcome Services</li> <li>• Forecast/Projection Services</li> <li>• Development, Analysis, Validation, and Norming of Criminal Justice Assessment Tools</li> </ul>	<p><input type="checkbox"/> n/a  <input type="checkbox"/> n/a  <input type="checkbox"/> n/a</p> <p><input type="checkbox"/> n/a  <input type="checkbox"/> n/a  <input type="checkbox"/> n/a</p> <p><input type="checkbox"/> n/a  <input type="checkbox"/> n/a  <input type="checkbox"/> n/a</p>
<p><b>RFSQ, Paragraph 2.8.3.2, Vendor’s Organizational Structure (Proposer’s SOQ Section A.2)</b></p>	

Vendor furnished a certified copy of the Fictitious Business Name Statement indicating the name under which Prospective Contractor will be “doing business as” (dba).	<input type="checkbox"/> n/a
Vendor furnished a copy of Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership (if Limited Partnership)	<input type="checkbox"/> n/a
Vendor furnished a copy of Certificate of Good Standing (if Corporation or LLC)	<input type="checkbox"/> n/a
Vendor furnished a copy of Statement of Information (if Corporation or LLC)	<input type="checkbox"/> n/a
Vendor furnished a signed Board of Director’s Resolution on Prospective Contractor’s letterhead	<input type="checkbox"/> n/a
Vendor furnished a list of all current members of the Board of Directors	<input type="checkbox"/> n/a
Vendor furnished a signed Declaration that no Board of Directors exists on Prospective Contractor’s letterhead	<input type="checkbox"/> n/a
Vendor furnished a copy of Exempt Organization Determination Letter from the Internal Revenue Service (IRS) indicating recognition of Prospective Contractor’s tax-exempt status (non-profit corporation) under Section 501 (c)(3) of the Tax Code	<input type="checkbox"/> n/a
Vendor furnished a copy of Determination of Exemption Letter from the State of California Franchise Tax Board (FTB) indicating recognition of Prospective Contractor’s tax-exempt status (non-profit corporation) under California Revenue and Taxation Code, Section 23701	<input type="checkbox"/> n/a
Prospective Contractor’s name and address matches the name and address on Prospective Contractor’s IRS and FTB non-profit determination letters	<input type="checkbox"/> n/a
<b>RFSQ, Paragraph 2.8.3.3, Vendor References (Proposer’s SOQ Section A.3)</b>	
Exhibit 9: Prospective Contractor References	<input type="checkbox"/>
Exhibit 10: Prospective Contractor List of Contracts	<input type="checkbox"/>
Exhibit 11: Prospective Contractor List of Terminated Contracts	<input type="checkbox"/>
<b>RFSQ, Paragraph 2.8.3.4, Vendor’s Litigation, Threatened Litigation, and Judgments (Proposer’s SOQ Section A.4)</b>	
	<input type="checkbox"/>

Exhibit 12: Vendor’s Litigation, Threatened Litigation and Judgments	<input type="checkbox"/>
<b>RFSQ, Paragraph 2.8.4, REQUIRED FORMS (Proposer’s SOQ Section B)</b>	
Exhibit 4: Certification of No Conflict of Interest	<input type="checkbox"/>
Exhibit 5: Vendor’s EEO Certification	<input type="checkbox"/>
Exhibit 6: Request for Local SBE Preference Program Consideration Information	<input type="checkbox"/>
Exhibit 7: Request for Disabled Veteran Business Enterprise Preference Program (DVBE) Consideration	<input type="checkbox"/>
Exhibit 8: Familiarity with the County Lobbyist Ordinance Certification	<input type="checkbox"/>
Exhibit 13: Attestation of Willingness to Consider GAIN/GROW Participants	<input type="checkbox"/>
Exhibit 14: County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception	<input type="checkbox"/>
Exhibit 15: Certification of Compliance with the County’s Defaulted Property Tax Reduction Program	<input type="checkbox"/>
Exhibit 16: Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76) (Intentionally Omitted)	<input type="checkbox"/>
Exhibit 17: Charitable Contributions Certification	<input type="checkbox"/>
Exhibit 18: Acceptance of Terms and Conditions in Master Agreement	<input type="checkbox"/>
<b>RFSQ, Paragraph 2.8.5, PROOF OF INSURABILITY (Proposer’s SOQ Section C)</b>	
Vendor furnished a copy of Certificate of Insurance (ACCORD or equivalent form) LA County named additional insured (applicable to General Liability policy only)	<input type="checkbox"/>
Vendor furnished a letter from a qualified insurance carrier indicating a willingness to provide required coverage	<input type="checkbox"/>
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate: \$2 million	<input type="checkbox"/>
Products/Completed Operations Aggregate: \$1 million	<input type="checkbox"/>
Personal and Advertising Injury: \$1 million	<input type="checkbox"/>
Each Occurrence: \$1 million	<input type="checkbox"/>
<b>AUTO LIABILITY</b>	
Auto Liability: \$1 million	<input type="checkbox"/>

<b>WORKERS' COMPENSATION</b>		
Each Accident: \$1 million		<input type="checkbox"/>
<b>RFSQ, Paragraph 2.8.6, PROOF OF LICENSES (Proposer's SOQ Section D)</b>		
Vendor furnished a copy of all applicable licenses, certificates, accreditations, and permits for the provision of services for which they intend to qualify which include but are not limited to : a valid Business License		<input type="checkbox"/>
<b>VENDOR SUPPLIED</b>		
The original SOQ and three (3) numbered copies are bound and enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Vendor and bear the words: "SOQ FOR CRIMINAL JUSTICE RESEARCH AND EVALUATION SERVICES" in the proscribed format		<input type="checkbox"/>
<p>APPLICANT ACKNOWLEDGES THAT IF ANY FALSE, MISLEADING, INCOMPLETE, OR DECEPTIVELY UNRESPONSIVE STATEMENTS IN CONNECTION WITH THIS SOQ ARE MADE, THE SOQ MAY BE REJECTED. THE EVALUATION AND DETERMINATION IN THIS AREA SHALL BE AT THE DIRECTOR'S SOLE JUDGEMENT AND HIS/HER JUDGEMENT SHALL BE FINAL.</p> <p>I DECLARE UNDER PENALTY OF PERJURY THAT ALL OF THE ABOVE INFORMATION IS TRUE AND CORRECT.</p>		
SIGNATURE		DATE
PRINT SIGNATOR'S NAME		TITLE
ADDRESS	CITY, STATE	

### VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and include it in Section A.1 of the SOQ. The person signing the form must be authorized to sign on behalf of the Vendor and to bind the applicant in a Master Agreement.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	State	Year Inc.
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2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

\_\_\_\_\_

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? \_\_\_\_ If yes,

Name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

\_\_\_\_\_

\_\_\_\_\_

Vendor acknowledges and certifies that it meets and will comply with all of the Minimum Qualifications listed in Paragraph 1.5 - Minimum Qualifications, of this Request for Statement of Qualifications (RFSQ), as listed below, for each category for which you are attempting to qualify.

Check appropriate boxes:

**Sub-paragraph 1.5.1 All Service Categories**

Yes  No Sub-paragraph 1.5.1.1 *Three (3) years of experience preparing reports and presenting complex technical information to governmental entities.*

Yes  No Sub-paragraph 1.5.1.2 *The Project Director holds a Master's degree or higher and has at least five (5) years of demonstrated previous experience within the last seven (7) years conducting social science or criminal justice research.*

**Sub-paragraph 1.5.2 Evaluation/Impact/Outcome Services**

Yes  No Sub-paragraph 1.5.2.1

*Vendor must demonstrate three (3) years of experience, within the last five (5) years, planning, designing, and conducting quantitative and qualitative evaluations of governmental programs, initiatives, policies, or procedures using standard evaluation procedures and methodologies. At least two (2) years must have been performing evaluations of criminal justice/criminal justice treatment-related activities.*

*Such quantitative evaluation experience could have been gained:*

- Designing of experimental and observational studies to isolate the causal impacts of interventions on outcomes (e.g. recidivism and public safety impact)*
- Conducting descriptive and inferential statistical analysis, with the latter including multiple regression, survival analysis, propensity score matching, or other advanced statistical techniques*
- Researching concept design and measurement, including surveys or data collection instruments*
- Merging and analyzing large administrative datasets, including merging divergent data structures*

*Such qualitative experience could have been gained:*

- Facilitating focus groups and transcribing data*
- Conducting process evaluations and evaluating program fidelity and adherence to established protocols and procedures*
- Conducting archival analysis (documenting business rules and procedures)*
- Structured, semi-structured, and unstructured interviewing*
- Performing field Observation*
- Conducting analyses of qualitative data using computer-assisted qualitative data analysis software*

Yes  No

**Sub-paragraph 1.5.2.2**

*Vendor must demonstrate three (3) years of experience, within the last five (5) years, developing evaluation questions; selecting indicators/benchmarks/targets/outcomes; developing evaluation instruments; and collecting, processing, managing, and analyzing data. Such experience must include the development of reports on evaluation findings to governmental entities.*

**Sub-paragraph 1.5.3 Forecast/Projection Services**

Yes  No

*Vendor must demonstrate three (3) years of experience, within the last five (5) years, developing forecasts or projections (such as projections of population, jail bed needs, treatment capacity needs, etc.). At least two (2) years must have been developing forecasts/projections related to criminal justice populations or program needs.*

*Such experience could have been gained:*

- *Conducting research and analysis of county, state, and national trends*
- *Teaching about forecasting methods in criminal justice populations*
- *Publishing research using forecasting techniques on criminal justice topics*

**Sub-paragraph 1.5.4 Development, Analysis, Validation, and Norming of Criminal Justice Tools**

Yes  No

*Vendor must demonstrate three (3) years of experience, within the last five (5) years, developing, analyzing, validating, and norming assessments for detention review processes, custody classification systems, supervision levels, treatment referrals, or other criminal justice decision-making processes. In this regard, Vendor must have experience planning, designing, conducting, and analyzing surveys that require complex sampling techniques.*

*Experience must include:*

- *Ability to correct for sampling and non-sampling bias*
- *Developing and validating questionnaires*
- *Use of scaling techniques*
- *Conducting data processing, management, and analysis*

Applicant further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the SOQ may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Corporation's Name:

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Address:

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e-mail address: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

On behalf of \_\_\_\_\_ (Vendor's name), I \_\_\_\_\_  
(Name of Vendor's authorized representative), certify that the information contained in this Vendor's  
Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
California Business License Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
County WebVen Number

**LIST NAMES OF CURRENT MEMBERS OF BOARD OF DIRECTORS AND OTHER AGENCIES (if applicable)**

First Name	Last Name	Business Address	Business Phone Number	E-mail	Other Agencies*

\*List any other agency that you are currently a Board Member, officer, or employee

## ***CERTIFICATION OF NO CONFLICT OF INTEREST***

The Los Angeles County Code, Section 2.180.010, provides as follows:

### **CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

---

Vendor Name

---

Vendor Official Title

---

Official's Signature

# VENDOR'S EEO CERTIFICATION

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

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

### GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the 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.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (please print)

Na

Use this form for County Solicitations which are subject to the Federal Restriction  
**County of Los Angeles – Community Business Enterprise Program (CBE)**

**Request for Local SBE Preference Program Consideration and  
 CBE Firm/Organization Information Form**

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

**FIRM NAME:** \_\_\_\_\_  
**CAGE CODE:** \_\_\_\_\_ **NAICS CODE:** \_\_\_\_\_

- As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference.
- The NAICS Code shown corresponds to the services in this solicitation.
- Attached is my CCR certification page.

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

<b>Business Structure:</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
<b>Total Number of Employees</b> (including owners):						
<b>Race/Ethnic Composition of Firm.</b> Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

**V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

Print Authorized Name	Authorized Signature	Title	Date

**REQUEST FOR DVBE PREFERENCE PROGRAM  
CONSIDERATION**

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov/>

- I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.
- I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

Name of Firm	County Webven No.
Print Name:	Title:
Signature:	Date:

<i>SIGNATURE OF REVIEWER</i>	<i>APPROVED</i>	<i>DISAPPROVED</i>	<i>DATE</i>

**FAMILIARITY WITH THE COUNTY  
LOBBYIST ORDINANCE CERTIFICATION**

The Vendor certifies that:

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

Signature: \_\_\_\_\_

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

## PROSPECTIVE CONTRACTOR REFERENCES

**Contractor's Name:** \_\_\_\_\_

List five (5) references where the same or similar scope of services were provided in order to meet the Minimum Qualifications stated in this solicitation.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

## PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

**Contractor's Name:** \_\_\_\_\_

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

**PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS**

**Contractor's Name:** \_\_\_\_\_

List all contracts that have been terminated with the past three (3) years.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	Reason for Termination:			
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	Reason for Termination:			
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	Reason for Termination:			
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	Reason for Termination:			
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	Reason for Termination:			

# VENDOR LITIGATION, THREATENED LITIGATION AND JUDGMENTS

**Vendor's Name:** \_\_\_\_\_

Vendor shall identify by name, case and court jurisdiction any pending litigation in which the Vendor is involved or judgments against the Vendor or principals of the Vendor in the past five (5) years. Vendor shall also submit a statement describing the size and scope of any pending or threatened litigation against Vendor or principals of Vendor.

Name	Date	Case	Pending Litigation	Judgment	Size and Scope

Please state "Not Applicable" if your company doesn't have pending litigation or judgments \_\_\_\_\_

## ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Vendor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Vendor shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Vendors unable to meet this requirement shall not be considered for contract award.**

Vendor shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Vendor has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_YES (subject to verification by County)      \_\_\_\_\_NO

B. Vendor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Vendor is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_YES      \_\_\_\_\_NO

C. Vendor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_YES      \_\_\_\_\_NO      \_\_\_\_\_N/A (Program not available)

Vendor Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Tel.#: \_\_\_\_\_ Fax #: \_\_\_\_\_

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

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

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

- My business does not meet the definition of “contractor,” as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

“**Affiliate or subsidiary of a business dominant in its field of operation**” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

The Vendor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Vendor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded Master Agreement.

**- OR -**

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

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

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS  
(45 C.F.R. PART 76)**

**Intentionally Omitted**

**Form will be attached to RFS. As applicable, Qualified Contractors will complete and submit when responding to an Request for Service.**

## CHARITABLE CONTRIBUTIONS CERTIFICATION

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Vendor 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.**

Vendor 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 Vendor 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**

Vendor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

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Signature

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Date

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Name and Title of Signer (please print)

**RFSQ FOR CRIMINAL JUSTICE RESEARCH AND EVALUATION SERVICES  
ACCEPTANCE OF TERMS AND CONDITIONS IN MASTER AGREEMENT  
AFFIRMATION**

Vendor name: \_\_\_\_\_

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

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

Vendor hereby affirms that it understands and agrees that a submission of a Statement of Qualifications to this RFSQ constitutes acknowledgement and acceptance of, and a willingness to comply with all the terms and conditions and criteria contained in Appendix H, Master Agreement, of this RFSQ.

The County reserves the right to make changes to the Master Agreement and its appendices and exhibits at its sole discretion at any time.

Authorized Representative:

Signature:	Date:
Print Name	Title:

Criminal Justice Research and Evaluation Services  
**SAMPLE FORMAT to SUBMIT WRITTEN QUESTIONS for RFSQ# CJ-1016**  
 (FOR ADDITIONAL QUESTIONS: PLEASE ADD PAGES, DUPLICATE THE FORMAT  
 BELOW, AND NUMBER ACCORDINGLY)

**NAME OF  
 PROSPECTIVE  
 CONTRACTOR** \_\_\_\_\_

1. Please check below to indicate the part of the RFSQ that prompts this question  
 PART 1       PART 2       PART 3       PART 4

RFSQ or Master Agreement Section # \_\_\_\_\_ Paragraph # \_\_\_\_\_ Page # \_\_\_\_\_

Please enter the language that prompted your question here: →	
Please enter your question here: →	

2. Please check below to indicate the part of the RFSQ that prompts this question  
 PART 1       PART 2       PART 3       PART 4

RFSQ or Master Agreement Section # \_\_\_\_\_ Paragraph # \_\_\_\_\_ Page # \_\_\_\_\_

Please enter the language that prompted your question here: →	
Please enter your question here: →	

3. Please check below to indicate the part of the RFSQ that prompts this question  
 PART 1       PART 2       PART 3       PART 4

RFSQ or Master Agreement Section # \_\_\_\_\_ Paragraph # \_\_\_\_\_ Page # \_\_\_\_\_

Please enter the language that prompted your question here: →	
Please enter your question here: →	

## RFSQ TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document***

Vendor Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

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Request submitted by:

\_\_\_\_\_

*(Name)*

\_\_\_\_\_

*(Title)*

***For County use only***

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Results of Review - Comments:

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Date Response sent to Vendor: \_\_\_\_\_

## **COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

### **WE RECOGNIZE. . . .**

#### ***The importance of small business to the County. . .***

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

#### ***The County can play a positive role in helping small business grow. . .***

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

### **WE THEREFORE SHALL:**

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

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

**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)

LISTING OF CONTRACTORS DEBARRED  
IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

[http://lacounty.info/doing\\_business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)

# IRS NOTICE 1015

Latest version is available at the IRS website at:  
<http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2012)

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

#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2012 are less than \$50,270 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2013.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

#### How Will My Employees Know If They Can Claim the EIC?

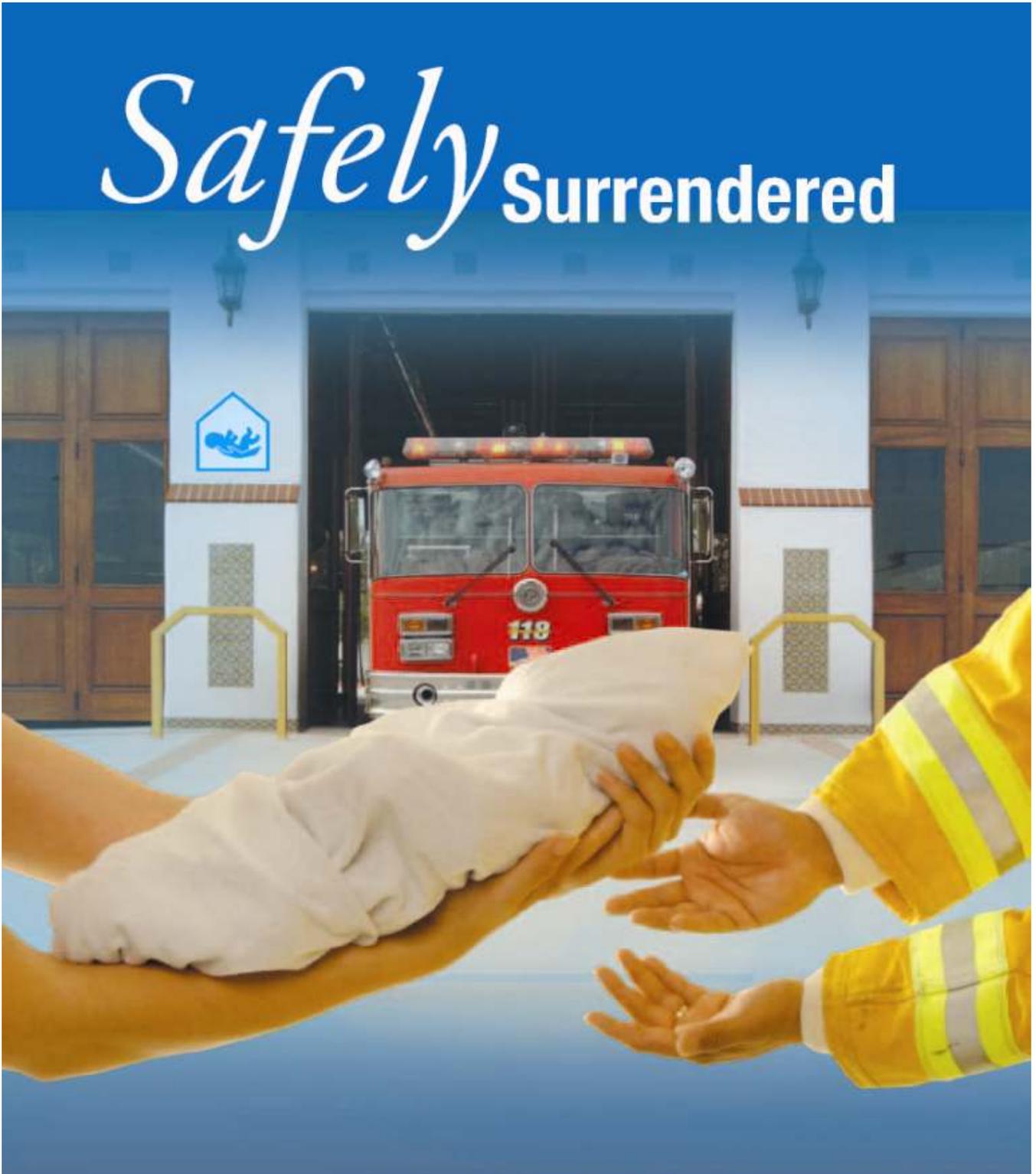
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2012)  
Cat. No. 205991

# *Safely* Surrendered



No shame. No blame. No names.

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

[www.babysafela.org](http://www.babysafela.org)



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

[www.babysafela.org](http://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?

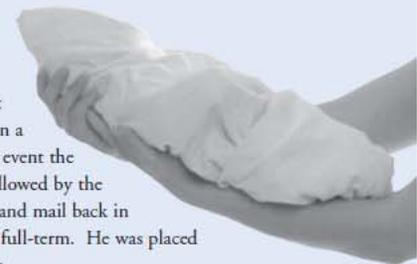
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## 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](http://www.babysafela.org)



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

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los 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.



**APPENDIX H**



**MASTER AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**(CONTRACTOR)**

**FOR**

**CRIMINAL JUSTICE RESEARCH AND EVALUATION  
SERVICES**

**COUNTYWIDE CRIMINAL JUSTICE  
COORDINATION COMMITTEE**

**MASTER AGREEMENT  
FOR  
CRIMINAL JUSTICE RESEARCH AND EVALUATION SERVICES**

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FOR  
CRIMINAL JUSTICE RESEARCH AND EVALUATION SERVICES**

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**MASTER AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
(CONTRACTOR)  
FOR  
CRIMINAL JUSTICE RESEARCH AND EVALUATION SERVICES**

This Master Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_ by and between the County of Los Angeles, hereinafter referred to as "County" and \_\_\_\_\_, hereinafter referred to as "Contractor," to provide Criminal Justice Research and Evaluation Services.

**RECITALS**

WHEREAS, the County may contract with private businesses for Criminal Justice Research and Evaluation Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Criminal Justice Research and Evaluation Services; and

WHEREAS, this Master Agreement is therefore authorized under California Government Code Section 31000 which authorizes the County Board of Supervisors to contract for special services; and

WHEREAS, the County Board of Supervisors has authorized the Director of the Countywide Criminal Justice Coordination Committee to execute and administer this Master Agreement.

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, and I are attached to and form a part of this Master Agreement. 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 Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - Request for Service (RFS) and Work Order Process
- 1.2 EXHIBIT B – Work Order Form Template

- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - Jury Service Ordinance
- 1.5 EXHIBIT E - Safely Surrendered Baby Law
- 1.6 EXHIBIT F - Forms Required For Each Work Order Before Work Begins
- 1.7 EXHIBIT G - Forms Required at Completion of Each Work Order Involving Intellectual Property that is Developed/Designed by Contractor
- 1.8 EXHIBIT H – Contractor's Obligations As a Business Associate Under the Health Insurance Portability Accountability Act of 1996 ("HIPAA")
- 1.9 EXHIBIT I - Charitable Contributions Certification

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.1, Amendments, of this Agreement and signed by both parties.

## 2.0 DEFINITIONS

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

- 2.1 Active Contractor:** A Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by CCJCC and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 CCJCC:** Countywide Criminal Justice Coordination Committee.
- 2.3 Chief Executive Officer or CEO:** The Chief Executive Officer or his designee responsible for verifying available funding for all Work Order solicitations.
- 2.4 Contractor:** Has the meaning set forth in the preamble.
- 2.5 Contractor Project Director:** The individual designated by the Contractor to submit all Work Order bid(s)/proposal(s) after the Master Agreement award and to execute all Work Orders after the Master Agreement award.

- 2.6 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.7 County:** Has the meaning set forth in the preamble.
- 2.8 County Master Agreement Program Director or MAPD:** Person designated by Executive Director with authority to negotiate and recommend all changes on behalf of County.
- 2.9 County Project Director:** Person designated by CCJCC with authority to jointly approve all Work Order solicitations and executions with Department Project Director.
- 2.10 County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.11 Department Project Director:** County Department Head authorized to jointly approve all Work Order solicitations with County Project Director.
- 2.12 Department Project Manager:** County person responsible for coordinating and monitoring the Work Order.
- 2.13 Day(s):** Calendar day(s) unless otherwise specified.
- 2.14 Executive Director:** Executive Director of Countywide Criminal Justice Coordination Committee Department.
- 2.15 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.16 Master Agreement:** County's standard agreement executed between County and individual contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent fully-executed Work Orders.
- 2.17 Qualified Contractor:** A contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ) for Criminal Justice Research and Evaluation Services, has met the minimum qualifications listed in the RFSQ for Criminal Justice Research and Evaluation Services, and has a fully-executed Master Agreement for Criminal Justice Research and Evaluation Services with the County.
- 2.18 Request for Services or RFS:** A solicitation for as-needed services under this Master Agreement that results in the award of a Work Order.
- 2.19 Request for Statement of Qualifications or RFSQ:** A solicitation based on establishing a pool of Qualified Contractors to provide services through Master Agreements.

- 2.20 Statement of Qualifications or SOQ:** A Vendor's response to an RFSQ.
- 2.21 Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.22 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order shall result from bids, solicited by and tendered to County by Qualified Contractors. Unless otherwise specified in the RFS, County shall select the lowest cost, qualified bidder responding to the requirements of the proposed Work Order. No work shall be performed by Contractor except in accordance with validly bid and fully-executed Work Orders.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete, and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Services that will be solicited under this Master Agreement may include evaluation/impact/outcome studies, forecast/projection services, and development, analysis, validation, and/or norming of criminal justice assessment tools services to measure the efficacy of criminal justice programs and processes. This Master Agreement shall not be used as a vehicle for County departments to solicit, or for Contractors to propose or to recommend, any specific criminal justice product or solution.
- 3.3 Work Orders shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be either on a time and materials basis or on a fixed priced per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order.
- 3.4 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Sub-paragraph 8.1, Amendments, of this Master Agreement, then these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.5 County procedures for issuing and executing Work Orders are as set forth in Exhibit A, Request for Services (RFS) and Work Order Process, of this Master Agreement. Upon determination by County to solicit services, County shall issue an RFS containing a Statement

of Work to only those Qualified Contractors that are qualified to perform the requested service. Each interested Qualified Contractor so contacted shall submit a response to the County address indicated in the RFS and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order.

- 3.6 Upon completion of evaluations, County shall execute the Work Order with the lowest cost Qualified Contractor unless the RFS specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Qualified Contractors.
- 3.7 County estimates that selection of any Contractor shall occur within ten (10) business days of completion of the evaluations of the particular RFS bids. Following selection, Contractor must be available to meet with County on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as by the Department Project Director and the County Project Director.
- 3.8 In the event Contractor defaults three times under Sub-paragraph 3.7 above within a given County fiscal year, then County may terminate this Master Agreement pursuant to Sub-paragraph 8.42, Termination For Default, of this Master Agreement.
- 3.9 Contractor shall be responsible for monitoring and controlling the number of hours worked, and more particularly the resulting dollar value of chargeable services performed by Contractor personnel assigned to individual time and material Work Orders. Contractor shall be solely responsible for payments to Contractor personnel for hours worked resulting in charges exceeding any Total Maximum Amounts stated on the Work Order. In no event shall County be liable to Contractor or Contractor personnel for any payments over and above the Total Maximum Amount set forth on the Work Order.

#### **4.0 TERM OF MASTER AGREEMENT**

- 4.1 This term of this Master Agreement shall commence upon the date of execution by the Executive Director of the Countywide Criminal Justice Coordination Committee and shall terminate on [six years from date of approval of the Model Master Agreement by the County Board of Supervisors], unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County shall have the sole option to extend the term of the Master Agreement on a month-to-month basis for up to six (6) additional months, for a total maximum term not to exceed six (6)

years and six (6) months. Each such extension option shall be exercised at the sole discretion of the Executive Director and shall be exercised in accordance with Sub-paragraph 8.1.4 of this Master Agreement.

- 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4 Notwithstanding any other provisions of this Paragraph 4.0, any Work Order issued hereunder prior to the expiration date of this Master Agreement which has a Work Order expiration date later than the Master Agreement expiration date shall automatically extend such Master Agreement expiration date up to one hundred eighty (180) days or to the Work Order expiration date, whichever occurs first. Such extended Master Agreement expiration date shall apply only to such Work Order and shall not extend such date for any other purpose whatsoever, including issuing new Work Orders and/or extending any other Work Order(s).

## **5.0 CONTRACT SUM**

- 5.1 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder (“maximum annual expenditures”) may not exceed amounts allocated to the requesting departments by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of any funds that may be budgeted for services performed under the Master Agreement. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor’s duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County’s express prior written approval.
- 5.3 **No Payment for Services Provided Following Expiration/Termination of Master Agreement**

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

#### 5.4 **Invoices and Payments**

5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor shall separately invoice County for each Work Order either: (1) monthly, if performed on a time and materials basis, or (2) by deliverable, if performed on a fixed price per deliverable basis.

5.4.2 Payment for all work shall be on either a time and materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Sub-paragraph 8.25, Liquidated Damages, of this Master Agreement.

5.4.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc., unless specifically stated and agreed by County in the individual Work Order.

5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of Department Project Manager, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.4.5 Invoices under this Master Agreement shall be submitted to the address(es) set forth in the applicable Work Order.

#### 5.4.6 **Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

##### **Time and Materials Work Order:**

Each invoice submitted by Contractor shall specify:

- Master Agreement and Work Order numbers;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order; and
- Total amount of the invoice.

**Fixed Price Per Deliverable**

Each invoice submitted by Contractor shall specify:

- Master Agreement and Work Order numbers;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

**5.4.7 Local Small Business Enterprises – Prompt Payment Program**

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

**6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY**  
**COUNTY ADMINISTRATION**

The County shall notify the Contractor in writing of any change in the names or addresses shown.

**6.1 COUNTY MASTER AGREEMENT PROGRAM DIRECTOR (MAPD)**

6.1.1 The MAPD has the authority to negotiate and recommend all changes to this Master Agreement, and resolve disputes between the County Department and Contractor.

6.1.2 The MAPD shall be:

Mark Delgado  
 Countywide Criminal Justice Coordination Committee  
 500 W. Temple Street, Room 520  
 Los Angeles, CA 90012  
 Phone: (213) 974-8399  
 Fax: (213) 613-2711

Email: [mdelgado@ccjcc.lacounty.gov](mailto:mdelgado@ccjcc.lacounty.gov)

**6.2 CHIEF EXECUTIVE OFFICER (CEO)**

The Chief Executive Officer, or designee, responsible for verifying funding availability for all Work Orders under this Master Agreement.

**6.3 COUNTY PROJECT DIRECTOR**

6.3.1 The County Project Director, or designee, is the approving authority, jointly with the Department Project Director, for individual Work Order solicitations. The County Project Director, or designee, is the approving authority, jointly with the Department Project Director, for signing and executing individual Work Orders under this Master Agreement.

6.3.2 The County Project Director, or designee, is the authority for jointly, with the Department Project Director, for signing and executing any amendments to individual Work Orders under this Master Agreement.

6.3.3 The County Project Director shall be:

Mark Delgado  
Countywide Criminal Justice Coordination Committee  
500 W. Temple Street, Room 520  
Los Angeles, CA 90012  
Phone: (213) 974-8399  
Fax: (213) 613-2711  
Email: [mdelgado@ccjcc.lacounty.gov](mailto:mdelgado@ccjcc.lacounty.gov)

**6.4 DEPARTMENT PROJECT DIRECTOR**

6.4.1 The Department Project Director, or designee, is the approving authority, jointly with the County Project Director, for individual Work Order solicitations. The Department Project Director, or designee, is the approving authority, jointly with the County Project Director, for signing and executing individual Work Orders under this Master Agreement.

6.4.2 The Department Project Director, or designee, is the authority, jointly with the County Project Director, for signing and executing any amendments to individual Work Orders under this Master Agreement.

**6.5 DEPARTMENT PROJECT MANAGER**

A Department Project Manager will be assigned for each Work Order by Department Project Director.

6.5.1 The responsibilities of the Department Project Manager include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor personnel assigned to the Work Order specific projects, and for ensuring that this Work Order's business objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order to the Department Project Director and CCJCC;
- coordinating with Contractor Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.5.2 Department Project Managers are not authorized to make any changes in Work Order labor rates, dollar totals, or periods of performance, or any other material modifications to the Work Order or in the terms and conditions of this Master Agreement

## **6.6 COUNTY PROJECT MANAGER**

6.6.1 The County Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement and any Amendments thereto; and generally shall be the first person for Contractor to contact with any Master Agreement questions. Questions relating to specific Work Orders are to be directed to the Department Project Manager or Department Project Director.

6.6.2 The County Project Manager shall be:

Erika Williams  
Countywide Criminal Justice Coordination Committee  
500 W. Temple Street, Room 520  
Los Angeles, CA 90012  
Phone: (213) 893-0142  
Fax: (213) 613-2711  
Email: ewilliams@ccjcc.lacounty.gov

**7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR**

**7.1 CONTRACTOR PROJECT DIRECTOR**

7.1.1 The Contractor Project Director, or designee, is the approving authority for individual Work Order bid(s)/proposal(s). The Contractor Project Director, or designee, is the approving authority for signing and executing individual Work Orders under this Master Agreement.

7.1.2 The Contractor Project Director, or designee, is the authority for signing and executing any amendments to individual Work Orders under this Master Agreement.

**7.2 CONTRACTOR PROJECT MANAGER**

7.2.1 Contractor shall designate a Contractor Project Manager for each Work Order issued under this Agreement. The Contractor shall notify the County in writing of any change in the name or address of the Contractor Project Manager.

7.2.2 Contractor Project Manager shall be responsible for Contractor's day-to-day Work Order activities as related to this Master Agreement and shall coordinate with Department Project Manager on a regular basis with respect to all active Work Orders.

**7.3 CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

7.3.1 Contractor's authorized official shall be the following person who shall be a full-time employee of Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

E-mail address: \_\_\_\_\_

7.3.2 Contractor's authorized official shall be the point of contact for the administration of this Master Agreement.

7.3.3 Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.3.4 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to

such officials to execute documents under this Master Agreement on behalf of Contractor.

**7.4 APPROVAL OF CONTRACTOR’S STAFF**

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. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

**7.5 CONTRACTOR’S STAFF IDENTIFICATION**

7.5.1 Contractor shall provide, at Contractor’s expense, all staff providing services under this Master Agreement with a photo identification badge.

7.5.2 Contractor is responsible to ensure that employees have obtained a County ID badge, if required by the requesting department, before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.5.3 Contractor shall notify the County within one (1) business day when staff is terminated from working under this Master Agreement. Contractor shall retrieve and return an employee’s County ID badge to the County on the next business day after the employee has terminated by Contractor from working under this Master Agreement.

7.5.4 If County requests the removal of Contractor’s staff, Contractor shall retrieve and return an employee’s ID badge to the County on the next business day after the employee has been removed from working on the County’s Master Agreement.

**7.6 BACKGROUND AND SECURITY INVESTIGATIONS**

7.6.1 At any time prior to or during the term of the Master Agreement, all Contractor staff, subcontractors, and agents of Contractor (collectively herein “Contractor’s staff”), who are 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 Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice and 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 the Vendor, regardless if the Contractor's staff member passes or fails the background investigation.

- 7.6.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.6.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.6.4 Disqualification of any member of Contractor's staff pursuant to this Sub-paragraph 7.5, Background and Security Investigations, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master.

## **7.7 CONFIDENTIALITY**

- 7.7.1. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-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 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.

- 7.7.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.7.4 Contractor shall sign and adhere to the provisions Exhibit F5, Contractor Acknowledgement and Confidentiality Agreement" of this Master Agreement.
- 7.7.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F6, Contractor Employee Acknowledgment and Confidentiality Agreement, of this Master Agreement.
- 7.7.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F7, Contractor Non-Employee Acknowledgment and Confidentiality Agreement, of this Master Agreement.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

- 8.1.1 For any change which does not materially affect the scope of work, period of performance, price, or any other term or condition included under this Master Agreement, a Change Order shall be jointly signed and executed by both the County Master Agreement Program Director and Contractor.
- 8.1.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Master Agreement during the term of this Master Agreement. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to this Master Agreement shall be

prepared and executed by Executive Director and Contractor.

8.1.3 For any change that materially affects the scope of work, period of performance, price, or any other term or condition included under this Master Agreement, an Amendment to this Agreement shall be executed by the Board and Contractor.

8.1.4 Notwithstanding Sub-paragraphs 8.1.1 through 8.1.3 above, for (1) any option term extension of the Master Agreement, or (2) modifications pursuant to Sub-paragraph 8.2, Assignment and Delegation, of this Master Agreement, an Amendment to this Master Agreement shall be executed by Executive Director and Contractor.

**8.1.5 Addition of Skilled Categories/Technical Specializations**

An Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Executive Director of the Countywide Criminal Justice Coordination Committee or his/her designee to add or delete Skilled Categories or Technical Specializations.

**8.2 ASSIGNMENT AND DELEGATION**

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph 8.2, Assignment and Delegation, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an

assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.

- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 AUTHORIZATION WARRANTY**

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

### **8.4 COMPLAINTS**

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

- 8.4.1 Within thirty (30) business days after the effective date of this Master Agreement, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within thirty (30) business days for County approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.4.5 The Contractor shall preliminarily investigate all complaints and notify the County Project Manager of the status of the investigation within fifteen (15) business days of receiving the complaint.

- 8.4.6 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.
- 8.4.7 Copies of all written responses shall be sent to the County Project Manager within fifteen (15) business days of mailing to the complainant.

**8.5 COMPLIANCE WITH APPLICABLE LAW**

- 8.5.1 In the performance of this Master Agreement, 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 Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 8.5, Compliance with Applicable Law, shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

**8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS**

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

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

## **8.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

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

### **8.7.2 Written Employee Jury Service Policy**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees

providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor’s violation of this Sub-paragraph 8.7, Compliance with County’s Jury Service Program, of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.8 CONFLICT OF INTEREST**

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any Work Order, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from

the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph 8.8, Conflict of Interest, shall be a material breach of this Master Agreement.

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

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

**8.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

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

## **8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.11.1 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 Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

### **8.11.2 Chapter 2.202 of the County Code**

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

### **8.11.3 Non-responsible Contractor**

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

### **8.11.4 Contractor Hearing Board**

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

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

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

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

#### **8.11.5 Subcontractors of Contractor**

These terms shall also apply to subcontractors of County Contractors.

#### **8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

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

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

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

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement 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).

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

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

8.14.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

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

8.15.1 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.

8.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as

determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

#### **8.16 EMPLOYMENT ELIGIBILITY VERIFICATION**

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

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

#### **8.17 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Orders and Amendments prepared pursuant to Sub-paragraph 8.1, Amendments, of this Master Agreement, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Orders and Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.18 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and

attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

#### **8.19 FORCE MAJEURE**

8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.19.2 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 sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.19.3 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.

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

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

#### **8.21 INDEPENDENT CONTRACTOR STATUS**

- 8.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.
- 8.21.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.6, Confidentiality, of this Master Agreement.

## **8.22 INDEMNIFICATION**

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

## **8.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

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 this Paragraph 8.23, General Provisions for All Insurance Coverages and Paragraph 8.24, Insurance Coverage, of this Master Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

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

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- 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 (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County’s failure to obtain, nor the County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Erika Williams, Analyst  
Countywide Criminal Justice Coordination Committee  
500 W. Temple Street, Room 520  
Los Angeles, CA 90012  
E-mail Address: [ewilliams@ccjcc.lacounty.gov](mailto:ewilliams@ccjcc.lacounty.gov)  
Fax #: (213) 613-2711

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

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

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

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

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of

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

**8.23.4 Failure to Maintain Insurance**

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

**8.23.5 Insurer Financial Ratings**

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

**8.23.6 Contractor's Insurance Shall Be Primary**

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

**8.23.7 Waivers of Subrogation**

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

**8.23.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all sub-contractors as insureds under Contractor's own policies, or shall provide County with each sub-contractor's separate evidence of insurance

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

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

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the 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.

#### **8.23.10 Claims Made Coverage**

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

#### **8.23.11 Application of Excess Liability Coverage**

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

#### **8.23.12 Separation of Insureds**

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

#### **8.23.13 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.

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

8.23.14 County Review and Approval of Insurance Requirements

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

**8.24 INSURANCE COVERAGE**

Due to the nature of the services requested under this Master Agreement, the County will determine the type and limits of the Required Insurance provisions, when Request for Service is released to the Qualified Contractors.

**Minimal Insurance Requirements required in all Work Orders unless waived by County**

8.24.1 **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

8.24.2 **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 Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.24.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30)

days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**Additional insurance requirements that may be required as determined by County (This is not a complete list)**

**Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

**Professional Liability/Errors and Omissions**

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

**Privacy/Network Security (Cyber)** naming County and its Agents as an additional insured, and providing liability coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems with limits of \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

**8.25 LIQUIDATED DAMAGES**

8.25.1 If, in the judgment of the Executive Director of the Countywide Criminal Justice Coordination Committee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Executive Director of the Countywide Criminal Justice Coordination Committee, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the

entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Executive Director of the Countywide Criminal Justice Coordination Committee determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

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

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

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

8.25.3 The action noted in Sub-paragraph 8.25.2 above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This Sub-paragraph 8.25, Liquidated Damages, shall not, in any manner, restrict or limit the County's right to

damages for any breach of this Master Agreement provided by law or as specified in the PRS or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

**8.26 INTENTIONALLY OMITTED**

**8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.27.1 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.
- 8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C, Contractor's EEO Certification, of this Master Agreement.
- 8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27, Nondiscrimination and Affirmative Action, when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Sub-paragraph 8.27, Nondiscrimination and Affirmative Action, have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

## **8.28 NON EXCLUSIVITY**

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

## **8.29 NOTICE OF DELAYS**

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

## **8.30 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the Department Project Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Master

Agreement. If the Department Project Manager is not able to resolve the dispute, the Contractor shall bring to the attention of the Department Project Director the dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the Department Project Director is not able to resolve the dispute, the Contractor shall bring to the attention of the County Project Manager the dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the Department Project Manager, Department Project Director or County Project Manager are not able to resolve the dispute, the Executive Director of the Countywide Criminal Justice Coordination Committee, or his/her designee, shall resolve it and his/her determination shall be final.

**8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

**8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

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

**8.33 NOTICES**

8.33.1 Notices required or permitted to be given under the terms of this Agreement or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

The notices and envelopes containing same to County shall be addressed to:

Erika Williams, Analyst  
Countywide Criminal Justice Coordination Committee

500 W. Temple Street, Room 520  
Los Angeles, CA 90012

The notices and envelopes containing same to Contractor shall be addressed to:

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

8.33.2 In the event of suspension or termination of this Master Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor.

**8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement 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.

**8.35 PUBLIC RECORDS ACT**

8.35.1 Any documents submitted by Contractor and all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.37, Record Retention and Inspection/Audit Settlement, of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement or any resulting Work Order, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.36 PUBLICITY**

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

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

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.36, Publicity, shall apply.

### **8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards,

sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

### **8.38 RECYCLED BOND PAPER**

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

### **8.39 SUBCONTRACTING**

8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor without the advance written approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

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

8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.39.6 The County MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest

arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Erika Williams, Analyst  
Executive Office of the Board of Supervisors  
Countywide Criminal Justice Coordination Committee  
500 W. Temple Street, Room 520  
Los Angeles, CA 90012

before any subcontractor employee may perform any work hereunder.

**8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.13, Contractor's Warranty of Adherence to County's Child Support Compliance Program, of this Master Agreement shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, 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 Master Agreement pursuant to Sub-paragraph 8.42, Termination for Default, of this Master Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

**8.41 TERMINATION FOR CONVENIENCE**

- 8.41.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

- 8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with Sub-paragraph 8.37, Record Retention AND Inspection/Audit Settlement, of this Master Agreement.

## **8.42 TERMINATION FOR DEFAULT**

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

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement 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.

8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Sub-paragraph 8.42.1 above, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.

- 8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 above if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.42.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.42, Termination for Default, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.42, Termination for Default, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41, Termination for Convenience, of this Master Agreement.
- 8.42.5 The rights and remedies of the County provided in this Sub-paragraph 8.42, Termination for Default, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.43 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the

Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

#### **8.44 TERMINATION FOR INSOLVENCY**

8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

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

8.44.2 The rights and remedies of the County provided in this Subparagraph 8.44, Termination for Insolvency, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

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

**8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

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

**8.47 VALIDITY**

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

**8.48 WAIVER**

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48, Waiver, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

**8.49 WARRANTY AGAINST CONTINGENT FEES**

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

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

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

8.50.1 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.

8.50.2 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 Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

**8.51 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.50, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, of this Master Agreement shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**8.52 TIME OFF FOR VOTING**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (California 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 California Elections Section 14000.

## **9.0 UNIQUE TERMS AND CONDITIONS**

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

9.1.1 The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Master Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit H, Contractor's Obligations As a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). of this Master Agreement in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit H, Contractor's Obligations As a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), of this Master Agreement.

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

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

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

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

9.2.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the

information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement/Work Order to which it would not otherwise have been entitled, shall:

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

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

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

- 9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, tools, and work product generated (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement and its subsequent Work Orders. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.
- 9.3.2 During the term of this Master Agreement and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Master Agreement. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside

the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

- 9.3.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.3.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under Sub-paragraph 9.3.4 above for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 9.3.3 above or for any disclosure which County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this sub-paragraph 9.3 shall survive the expiration or termination of this Master Agreement.

#### **9.4 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

- 9.4.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Master Agreement. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.
- 9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
  - Replace the questioned equipment, part, or software product with a non-questioned item; or
  - Modify the questioned equipment, part, or software so that it is free of claims.
- 9.4.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

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

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete Exhibit I, Charitable Contributions Certification, of this Master Agreement, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

## **9.6 DATA DESTRUCTION**

- 9.6.1 Contractor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>)
- 9.6.2 The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a

signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

- 9.6.3 Contractor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Contractor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

**9.7 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM**

- 9.7.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.7.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- 9.7.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- 9.7.4 If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has

been awarded this Master Agreement/Work Order to which it would not otherwise have been entitled, shall:

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

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

## **9.8 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 9.8.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.8.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.8.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.8.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having

furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this work order to which it would not otherwise have been entitled, shall:

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

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

**MASTER AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
(CONTRACTOR)  
FOR**

**CRIMINAL JUSTICE RESEARCH AND EVALUATION SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Executive Director of Countywide Criminal Justice Coordination Committee and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Executive Director  
Countywide Criminal Justice  
Coordination Committee

Date \_\_\_\_\_

(CONTRACTOR)

By \_\_\_\_\_  
(Name)  
(Title)

Date \_\_\_\_\_

APPROVED AS TO FORM:  
JOHN F. KRATTLI  
County Counsel

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

**REQUEST FOR SERVICES NO. [XX]  
Issued by [Department name]  
under Master Agreement for  
Criminal Justice Research and Evaluation Services**

**Project Title:** *[Enter department's specific project title for Criminal Justice Research and Evaluation Services]*

**County Department:** *[department name]*

**Date of Issuance:** *[date of issuance]*

**Response Due Date and Time:** *[date and time of proposal due date]*

Bidders/Proposers shall submit *[state number of originals and copies]* of the response to this Request for Services (RFS) in the format prescribed herein and clearly marked "Response to Request for Services No. \_\_\_\_\_," addressed to:

*[Name of Project Director]  
[Title]  
[Department Name]  
[Address]  
[City, State, and ZIP Code]*

Late bids/proposals and bids/proposals not prepared and submitted in the prescribed format and addressing the required content may, at the sole discretion of the County of Los Angeles, be rejected without further consideration.

**Target Project Start Date:** *[anticipated project start date]*

**Bidders/Proposers' Questions**

Bidders/Proposers may submit written questions regarding this RFS by e-mail to the contact identified below:

*[Name of RFS Contact]  
[Title]  
[E-mail address]*

Questions may also address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage bidders/proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from bidder/proposer.

**Deadline for submitting questions:** *[state date and time of deadline]*

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## PART I - PROJECT SCOPE OF SERVICES

### A. DEPARTMENT BACKGROUND

The *(Name of Contracting Department)* (Department) is seeking a Master Agreement firm (Contractor) to provide the services described herein.

*[Provide a brief description of the department, its mission and major programs/functions, size, budget, etc.]*

### B. SERVICES REQUESTED

- Evaluation/Impact/Outcome**
- Forecast/Projection**
- Development, Analysis, Validation and/or Norming of Criminal Justice Assessment Tools**

*[Describe the services requested clearly and concisely. Provide a statement of work stating all products to be delivered under the proposed Work Order, including any acceptance criteria. The requirements shall include descriptions, numbers and formats for oral and/or written reports, as well as the expected period of performance.]*

## PART II – BID/PROPOSAL RESPONSE REQUIREMENTS

A bidder's/proposer's response to this RFS shall include each of the following in the prescribed format and order:

- A. COVER PAGE identifying the RFS by title and number, firm name and address, the name, telephone number, fax number and e-mail address of the person authorized to make representations for the bidder/proposer during negotiations and commit the bidder/proposer to a contract.
- B. TABLE OF CONTENTS with all bid/proposal pages numbered.
- C. WORK PLAN that presents the bidder's/proposer's detailed approach or methodology to complete the project. The Work Plan should include the basic elements of the project and include sufficient detail to enable the County to:
  - 1. Determine if the bidder/proposer has a good understanding of the project scope, objectives, and deliverables;
  - 2. Evaluate the appropriateness of the proposed procedures and techniques to be used; and

3. Evaluate the bidder's/proposer's ability to provide the requested services.

References to or repetition of scope, objectives, and requirements from this Request for Service does not constitute a "good understanding" of the project. Complete, yet concise, supplementary procedures, methods, explanations, and descriptions are also required to make possible the County's evaluation as to the bidder's/proposer's understanding.

D. PERSONNEL including:

1. A list/chart specifically identifying the bidder's/proposer's Contractor Project Manager and other key individuals, including any subcontractors proposed for the project. A bidder/proposer must assign personnel who collectively possess the background and experience necessary to successfully complete this project.
2. A resume for each assigned staff/subcontractor that includes project descriptions and other evidence, demonstrating the special skills and ability to successfully perform the required services.

E. BIDDER/PROPOSER EXPERIENCE AND CAPABILITIES including:

1. A list of references, including a list of any previous engagements with County departments. on projects of a similar nature;
2. A description of previous projects and performance that demonstrates the bidder's/proposer's ability to perform the services requested; and
3. A description of the quantifiable outcomes of these previous engagements, if applicable.

F. TIMETABLE or chart for hours and dates to complete the project including number of hours for each of the basic elements of the Work Plan and the dates of the proposed deliverables.

The specified dates should assume that the selected bidder/proposer would be notified by *[specify date]*, but could not begin before *[specify date]*.

G. SCHEDULE OF PROJECT COSTS identifying the bidder's/proposer's personnel/subcontractor costs, and the maximum total cost to complete the project.

The Schedule of Project Costs must include the hourly rate, number of hours, and total cost for each proposed staff/subcontractor, or the fixed rate for a specific service module/deliverable. Job classifications of other personnel participating in the project should be identified, and the total number of hours, the hourly rate and the total cost

should be shown by classification. Other expenses (in addition to the hourly personnel cost) that will be incurred and billed must be specifically identified and included in the total cost of completing the project.

**Proposals that do not clearly indicate the maximum total cost to complete the project may, at the discretion of the County, be rejected.**

***[The following section is optional and only required when Sexual Misconduct Liability and/or Professional Liability/Errors and Omissions and/or Privacy/Network Security (Cyber) insurance is deemed needed for this RFS. Consult with your department's or CEO's Risk Management personnel for guidance]***

H. WILLINGNESS TO PROVIDE ADDITIONAL INSURANCE. The County has determined that to perform the services requested in this Request for Services, bidder/proposer shall furnish Sexual Misconduct Liability insurance prior to issuance of Work Order award, covering contractor's liability arising from or related to performance of this service, with limits not less than \$1 million per claim and \$2 million aggregate and/or Professional Liability/Errors and Omissions insurance prior to issuance of Work Order award, covering Contractor's liability arising from or related to performing this service, with limits of not less than \$1 million per claim and \$2 million aggregate and/or Privacy/Network Security (Cyber) insurance prior to issuance of Work Order award, covering Contractor's liability arising from or related to performing this service, with limits of not less than \$2 million without exclusion/restriction for unencrypted portable devices/media contained in the policy. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following the termination or cancellation of the Work Order.

I. REQUIRED FORMS.

Upon execution of the Work Order and before any work commences, the Contractor will be required to submit and satisfy the provisions of the following forms:

- CERTIFICATION OF EMPLOYEE STATUS
- CERTIFICATION OF NO CONFLICT OF INTEREST
- CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (if applicable)
- **INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT**

- CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT  
(REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH COPYRIGHT BUREAU)

Upon execution of the Work Order and following the completion of any work related under the Work Order, the Contractor will be required to submit and satisfy the provisions of the following forms when the Work Order involved intellectual property developed/designed by Contractor. The intellectual property developed/designed becomes the property of the County after creation or at the end of the Master Agreement Term.

- INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT

(REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH COPYRIGHT BUREAU)

### PART III – SELECTION PROCESS

#### A. EVALUATION CRITERIA

The County reserves the sole right to judge the contents of the bids/proposals submitted pursuant to this RFS and to review, evaluate, and select the successful bid/proposal.

*[Department shall select the appropriate language below based upon type of solicitation conducted and the factors to be evaluated and work with the Department's County Counsel to determine the appropriateness of the evaluation criteria. Be advised, evaluation of bidder(s)/proposer(s) references, pending litigation, threatened litigation and/or judgments has been conducted during qualification for Master Agreement and any additional review is optional for Departments. Please revise optional language as appropriate for individual work order needs and in consultation with the Department's County Counsel.]*

Bids will be examined to determine the lowest price. Should one or more of the Bidders request and be granted the Local SBE Preference, Transitional Job Opportunities Preference, or Disabled Veterans Business Enterprise Preference, the lowest bid price will be determined as follows:

**Local SBE Preference:** Eight percent (8%) of the lowest bid price submitted will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the Bid price submitted by all Local SBE Bidders who requested and were granted the Local SBE Preference.

**Transitional Job Opportunities Preference:** Eight percent (8%) of the lowest bid price submitted will be calculated, and that amount will be deducted from the Bid price submitted by all Bidders who requested and were granted the Transitional Job Opportunities Preference.

**Disabled Veteran Business Enterprise Preference:** Eight percent (8%) of the lowest bid price submitted will be calculated and that amount will be deducted from the bid price submitted by all Bidders who requested and were granted the Disabled Veteran Business Enterprise Preference up to the maximum of \$50,000. In no case shall any Preference be combined to exceed eight percent (8%) in response to any County solicitation

The lowest price bid will be reviewed to determine whether it is responsive and responsible. The following steps will be performed until it is determined which is the lowest priced, and most responsive and responsible bid.

County shall review the Bidder's submission, as outlined in Part II – Bid/Proposal Response Requirements, and determine if the Bidder meets the minimum requirements as outlined in Section B of Part 1 – Project Scope of Services of this RFS.

Failure of a Bidder to comply with the minimum requirements may eliminate its bid from further consideration. The County may elect to waive any informality in a bid sum if the sum and substance of the bid is present.

Bidder will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in their Statement of Qualifications submitted in response to the RFSQ from which their Master Agreement was awarded under.

Bidder will be evaluated on the verification of references provided in Section B2 of the bid. In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to 100% of the total points awarded in this evaluation category. Additionally, a review of terminated contracts will be conducted which may result in point deductions. [If Department scores reference and/or CARD review findings, Department must indicate the percentage weight of the total score this review accounts for.]

A review will be conducted to determine the significance of any pending litigation, threatened litigation, or judgments against the Bidder based on information provided in their Statement of Qualifications submitted in response to the RFSQ from which their Master Agreement was awarded under. [If Department scores pending litigation,

threatened litigation or judgments, Department must indicate the percentage weight of the total score this review accounts for.]

**[OR]**

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Evaluation Committee will evaluate the proposals and will use the evaluation approach described herein to select proposal. All proposals will be evaluated based on the criteria listed below. All proposals will be scored and ranked in numerical sequence from high to low.

Proposals will be evaluated on the thoroughness, appropriateness, and innovativeness of the approach detailed in the Work Plan (\_\_\_%); the experience of the personnel to be assigned to the project (\_\_\_%); the timetable showing the estimated hours and time period for completion (\_\_\_%), and the schedule of project costs showing the total cost for performing the service (\_\_\_%). [If Department scores references, CARD reviews, pending litigation, threatened litigation, and/or judgments, Departments must indicate the percentage weight of the total score these reviews account for.]

Should one or more of the Proposers request and be granted the Local SBE Preference, Transitional Job Opportunities Preference, or Disabled Veterans Business Enterprise Preference, the lowest bid price will be determined as follows:

**Local SBE Preference:** Eight percent (8%) of the lowest bid price submitted will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the Bid price submitted by all Local SBE Bidders who requested and were granted the Local SBE Preference.

**Transitional Job Opportunities Preference:** Eight percent (8%) of the lowest bid price submitted will be calculated, and that amount will be deducted from the Bid price submitted by all Bidders who requested and were granted the Transitional Job Opportunities Preference.

**Disabled Veteran Business Enterprise Preference:** Eight percent (8%) of the lowest bid price submitted will be calculated and that amount will be deducted from the bid price submitted by all Bidders who requested and were granted the Disabled Veteran Business Enterprise Preference up to the maximum of \$50,000. In no case shall any Preference be combined to exceed eight percent (8%) in response to any County solicitation.

Review the proof of insurability provided in Section II, Sub-paragraph I of the bid/proposal. All forms listed in Section II, Sub-paragraph I must be included in the bid/proposal

Subsequent to the above evaluations of the proposals, at the sole discretion of the County, the highest rated firms may be requested to meet with the Evaluation Committee to answer questions and provide more evidence of their qualifications. The evaluators will consider the results of these interviews in their ratings of the proposals.

The Department retains the right to select a proposal other than the proposal receiving the highest number of points if the Department determines, in its sole discretion, another proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

B. WORK ORDER

Upon completion of negotiations with the highest rated bidder/proposer (Recommended Proposer), the Department shall obtain a Letter of Intent from an authorized officer of the Recommended Proposer that the negotiated Work Order is a firm offer of the Recommended Proposer, which shall not be revoked by the Recommended Proposer pending the Department's completion of the Protest and Review Process (described below) and both the Department and CCJCC approval.

When selected to perform the requested services, the Recommended Proposer and the County will sign a Work Order in a format substantially similar to Exhibit B, Work Order Form Template, of the Master Agreement for Criminal Justice Research and Evaluation Services.

### **Additional Notice to Bidders/Proposers**

#### **Notice to Bidders/Proposers Regarding the Public Records Act**

1. Responses to this RFS shall become the exclusive property of the County. Absent extraordinary circumstances, the Recommended Proposer's proposal will become a matter of public record when (1) Work Order negotiations are complete; (2) Department receives a letter of intent from the Recommended Proposer's authorized officer that the negotiated Work Order is the firm offer of the Recommended Proposer; and (3) the Department releases a copy of the Recommended Proposer's proposal in response to a Proposal Review. Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record upon execution of a Work Order. Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."
2. The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the bid/proposal as confidential shall

not be deemed sufficient notice of exception. The bidders/proposers must specifically label only those provisions of their respective bid/proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

## Protest and Review Process

### Solicitation Requirements Review

Any Qualified Contractor that is a prospective bidder/proposer may request a solicitation requirements review of the requirements under this RFS. The request may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage bidders/proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from bidder/proposer. Such requirements review request must be submitted by e-mail to the contact below no later than *[insert date]*:

*[Name of departmental contact]*  
*[Title]*  
*[E-mail address]*

The solicitation requirements review request shall be reviewed by the Department, and its determination shall be provided to the requesting person or entity, via e-mail, within a reasonable time prior to the bid/proposal due date.

### Debriefing

Subsequent to the bid/proposal evaluation by County, any bidder/proposer, upon notification by the Department that the Department is entering negotiations with another bidder/proposer who is the highest rated bidder/proposer, may request a debriefing. The purpose of the Debriefing is to compare the requesting Bidder's/Proposer's response to the RFS with the evaluation report. Such Debriefing request shall be submitted by e-mail within **five (5) calendar days** of County's notification, to the contact below:

*[Name of departmental contact]*  
*[Title]*  
*[E-mail address]*

### Proposal Review

During or following the Debriefing, the bidder/proposer may request a proposal review of the highest rated bidder/proposer's score sheet and proposal. Such proposal review request shall be submitted by e-mail within **three (3) days** of the Debriefing. Upon completion of negotiations with the highest rated bidder/proposer (Recommended Proposer), the Department shall obtain a Letter of Intent from an authorized officer of the Recommended Proposer that the negotiated Work Order is a firm offer of the Recommended Proposer,

which shall not be revoked by the Recommended Proposer pending the Department's completion of the Protest and Review Process and approval process by CCJCC. Once the Letter of Intent is obtained, the Department shall contact the Proposal Review requestor within **five (5) calendar days** after receipt of Letter of Intent from Recommended Proposer, to arrange the Proposal Review meeting with the County to review the Recommended Proposer's bid/proposal.

### **Work Order Award Protest**

Subsequent to the proposal review process, the bidder/proposer may file a protest, in writing (e-mail not acceptable) and postmarked no later than **five (5) calendar days** of the proposal review meeting conducted by County, to the following Department contact:

*[Name of departmental manager with services  
contracting knowledge and experience who is not  
participating to a substantial degree in this RFS]  
[Title]  
[Department Name]  
[Address]  
[City, State, and ZIP Code]*

Under any such protest, it is the responsibility of the bidder/proposer challenging the decision of a Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a RFS or a proposed Work Order award, as the case may be.

Upon receipt of the timely protest request, the Department shall convene a panel designated by the Department's senior management, consisting of members not involved in the issuance or the evaluation of bids/proposals under this Request for Service, to review the requestor's claim. The panel may ask the requestor to provide additional documentation and/or present oral arguments if deemed necessary. The panel shall then issue a written decision to the requestor.

Throughout the protest and review process, the County has no obligation to delay or otherwise postpone an award of Work Order based on a bidder/proposer protest. In all cases, the County reserves the right to make a Work Order award when it is determined to be in the best interest of the County of Los Angeles to do so.

**Los Angeles County**  
**Master Agreement for Criminal Justice Research and Evaluation Services**  
**Work Order Form (Template)**

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Project Title \_\_\_\_\_

Department \_\_\_\_\_

RFS No. \_\_\_\_\_ Work Order No. \_\_\_\_\_

Effective Date \_\_\_\_\_ Expiration Date \_\_\_\_\_

Maximum Total Amount \_\_\_\_\_

Invoice shall be sent to the following County address:

Name  
Division  
Department Name  
Address  
City, Zip

**I. SIGNATURES**

Contractor's Authorized Official \_\_\_\_\_ DATE

Department Project Director \_\_\_\_\_ DATE

County Project Director  
(CCJCC) \_\_\_\_\_ DATE

<b>II. BUSINESS OBJECTIVE and EXPECTED OUTCOME</b>
<b>III. PROJECT OVERVIEW</b>
<b>IV. PROJECT SCOPE</b>
<b>V. STATEMENT OF WORK</b> <i>(including detailed Project Plan, Tasks, Milestones, Deliverables, and Acceptance Criteria)</i>
<i>Please see Appendix A of this Work Order, attached hereto.</i>
<b>VI. PROJECT SCHEDULE</b>
<b>VII. PAYMENT SCHEDULE</b>

**Los Angeles County  
Criminal Justice Research and Evaluation Services Master Agreement  
Work Order Deliverable Acceptance Form (Optional)**

Project Title \_\_\_\_\_

Department \_\_\_\_\_

Work Order No. \_\_\_\_\_ Effective Date \_\_\_\_\_

<b>DELIVERABLE DESCRIPTION</b>
<b>ACCEPTANCE CRITERIA</b>

**SIGNATURES**

Contractor's Authorized Official \_\_\_\_\_ DATE

Department Project Director \_\_\_\_\_ DATE

County Project Director (CCJCC) \_\_\_\_\_ DATE

## CONTRACTOR'S EEO CERTIFICATION

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Contractor Name

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Address

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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"/> |

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Authorized Official's Printed Name and Title

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Authorized Official's Signature

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Date

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

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
- Page 2 of 3**
8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

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)

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)

# SAFELY SURRENDERED BABY LAW

# *Safely* Surrendered *Baby Law*



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

No shame. No blame. No names.

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

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

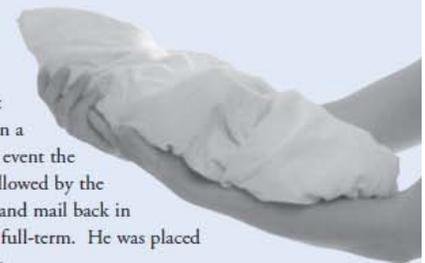
## What is the Safely Surrendered Baby Law?

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.*

## 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.



## 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.

# *Ley de* Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

[www.babysafela.org](http://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 brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete 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 brazalete 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.



## EXHIBIT F

### FORMS REQUIRED FOR EACH WORK ORDER

#### BEFORE WORK BEGINS

- F1 CERTIFICATION OF EMPLOYEE STATUS
- F2 CERTIFICATION OF NO CONFLICT OF INTEREST
- F3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F4 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F5 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F6 CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (if applicable)

**CRIMINAL JUSTICE RESEARCH AND EVALUATION SERVICES  
MASTER AGREEMENT WORK ORDER**

**CERTIFICATION OF EMPLOYEE STATUS**

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

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

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

**CRIMINAL JUSTICE RESEARCH AND EVALUATION SERVICES  
MASTER AGREEMENT WORK ORDER**

**CERTIFICATION OF NO CONFLICT OF INTEREST**

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

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

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

Los Angeles County Code Section 2.180.010.A provides as follows:

**“Certain contracts prohibited.**

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
  - 1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
  - 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
  - 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
    - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
    - b. Participated in any way in developing the contract or its service specifications; and
  - 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor’s behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

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

Work Order No. \_\_\_\_\_

County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a Master Agreement 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

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

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

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

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

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

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

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

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

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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 Master Agreement. 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 Master Agreement 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 Master Agreement.

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

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

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

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

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

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a Master Agreement 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 Master Agreement. 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement.

**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 Master Agreement 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 Master Agreement. 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 Master Agreement or termination of my services hereunder, whichever occurs first.

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

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

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

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS  
(45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Proposer further agrees by submitting this proposal that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76),” as set forth in the text of the Sample Contract attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Proposer acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Proposer acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

## EXHIBIT G

**THESE FORMS ARE REQUIRED AT THE COMPLETION OF EACH WORK ORDER WHEN THE WORK ORDER INVOLVED INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE MASTER AGREEMENT TERM.**

- G1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
  
- G2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
  
- G3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT

*(REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH COPYRIGHT BUREAU)*

**INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT**

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

\_\_\_\_\_ and Grantee have entered into County of Los Angeles Agreement Number \_\_\_\_\_ for \_\_\_\_\_, dated \_\_\_\_\_, as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_,

*{NOTE to Preparer: reference all existing Amendments}* as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

\_\_\_\_\_  
Grantor's Signature \_\_\_\_\_  
Date

Grantor's Printed Name: \_\_\_\_\_

Grantor's Printed Position: \_\_\_\_\_

**CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT**

For good and valuable consideration, receipt of which is hereby acknowledged, the \_\_\_\_\_ undersigned, \_\_\_\_\_, a \_\_\_\_\_, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number \_\_\_\_\_ for \_\_\_\_\_, dated \_\_\_\_\_, as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_,

*{NOTE to Preparer: reference all existing Amendments}* as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

\_\_\_\_\_  
Grantor's Signature

\_\_\_\_\_  
Date

Grantor's Printed Name: \_\_\_\_\_

Grantor's Printed Position: \_\_\_\_\_



**BUSINESS ASSOCIATE AGREEMENT  
UNDER THE HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

**1. DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected

Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or

other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

**2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held

confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

**3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

**4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

**5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
  - (b) The number of Individuals whose Protected Health Information is involved;
  - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or

Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at: Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

## **6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits

Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **7. ACCESS TO PROTECTED HEALTH INFORMATION**

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

## **8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

**9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

**10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

## **11. AVAILABILITY OF RECORDS**

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

## **12. MITIGATION OF HARMFUL EFFECTS**

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

## **13. BREACH NOTIFICATION TO INDIVIDUALS**

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

- 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

- 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and

approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

#### **14. INDEMNIFICATION**

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and

penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

**15. OBLIGATIONS OF COVERED ENTITY**

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

**16. TERM**

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

**17. TERMINATION FOR CAUSE**

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master

Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

**18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected

Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

## **19. AUDIT, INSPECTION, AND EXAMINATION**

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **20. MISCELLANEOUS PROVISIONS**

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and

their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

# CHARITABLE CONTRIBUTIONS CERTIFICATION

\_\_\_\_\_  
Contractor 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.**

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 Contractor 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**

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)

## BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://ag.ca.gov/> contains much information helpful to regulated charitable organizations.

#### 1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://ag.ca.gov/charities/statutes.php>

## 2. **SUPPORT FOR NONPROFIT ORGANIZATIONS**

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the Center for Nonprofit Management, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the California Association of Nonprofits, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

***The above information, including the organizations listed, provided under this sub-section of this Appendix I is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.***

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

**2.206.010 Findings and declarations.**

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

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

**2.206.030 Applicability.**

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

**2.206.040 Required solicitation and contract language.**

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

**2.206.050 Administration and compliance certification.**

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

**2.206.060 Exclusions/Exemptions.**

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

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12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

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

**2.206.080 Severability.**

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