County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

December 2, 2008

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

Dear Supervisors:

APPROVAL OF THE MODEL MASTER AGREEMENT FOR DNA LABORATORY SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) requires the services of independent contractors to assist the Department's Scientific Services Bureau (SSB) in completing as-needed DNA testing.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the enclosed Model Master Agreement for DNA Laboratory Services for a term of three years with an option to extend for two additional one-year periods.

2. Delegate authority to the Sheriff or his designee to execute agreements substantially similar to the enclosed Model Master Agreement with Serological Research Institute, Orchid Cellmark, Sorenson Forensics, Strand Analytical Labs, and Bode Technology and to execute any such agreements with additional qualified contractors to meet the needs of the Department during the term of the agreements, provided sufficient funding is available and County Counsel approval is obtained. The maximum annual cost for all agreements combined shall not exceed the sum allocated in the given fiscal year's operating budget. The Department has identified funding in the amount of $200,000 in the Fiscal Year 2008-09 operating budget.

3. Delegate authority to the Sheriff or his designee to execute applicable documents when the original contracting entity has merged, been purchased, or otherwise changed; and to modify the Agreement within the conditions specified in the Agreement, with prior approval of County Counsel, including authority for the Sheriff to exercise the above extension provision, if it is in the best interest of the County, funding is available, and to include new or revised standard County contract provisions adopted by your Board during the term of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow the Department to maintain a pool of readily available qualified contractors to assist SSB staff in completing Short Tandem Repeat DNA (STR-DNA) testing. In addition to sending cases to outside laboratories for the purpose of reducing backlog, special DNA testing procedures not performed by the SSB laboratory are occasionally required. These services are needed intermittently and not typically required on a daily basis.

The Department's SSB provides forensic laboratory services for the Department and 45 municipal police agencies within Los Angeles County serving approximately four million residents. SSB currently receives approximately 100 requests for DNA analysis per month involving homicides, violent assaults, sexual assaults, and property crimes. The use of DNA in unsolved cases has increased, which has also increased case backlog.

On average, each DNA analyst can complete two to three DNA cases per month. With the current staffing levels, the casework demands cannot be met. The laboratory currently has a backlog of cases for various types of crime. This backlog will continue to grow if SSB's DNA processing cannot be supplemented with outside laboratory testing.

DNA testing on forensic samples is a very complex and time-consuming laboratory analysis. The personnel needed to perform this type of testing are highly educated scientists with graduate degrees and specialized training in the field of genetics, molecular biology, biochemistry, and statistics.

In addition to reducing routine case backlog, these laboratory services will be used for analysis involving critical time elements and special testing procedures. The Department's senior criminalists determine which evidence will be sent to the Contractor and they must review the Contractor's results prior to entry into the Combined DNA Index System (CODIS) database.

Implementation of Strategic Plan Goals

The recommended services support the County's Strategic Plan, Goal 1, Service Excellence; and Goal 4, Fiscal Responsibility. Specifically, the Agreement will enable the Department to provide thorough and accurate analysis in a timely, cost effective manner.

FISCAL IMPACT/FINANCING

The Department has identified funding in the amount of $200,000 in the Fiscal Year 2008-09 operating budget. The Department will continue to allocate funds required to continue these services throughout the duration of this Agreement.

In addition to the $200,000 identified in the 2008-09 operating budget, other funding sources may include National Institute of Justice Grants and Proposition 69 funds.

The total amount paid under this Agreement will depend on the services needed by the Department. Payment for work is based on fixed rates. In no event shall the maximum annual contract sum for all Agreements combined exceed the sum allocated in the particular fiscal year's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Currently, there is an active Master Agreement that was approved by your Board on December 16, 2003, and will expire on December 31, 2008.

The solicitation document does not have a cost component in the review of responses. Therefore, the Local Small Business Preference Program and the Transitional Job Opportunities Preference Program are not applicable.

The Agreement was determined to be a Non-Proposition A Agreement because the service is highly specialized in nature and will be used intermittently on an as-needed basis. Therefore, the Living Wage Program (County Code Chapter 2.2001) does not apply to the recommended Agreement.

The Model Master Agreement includes all Board required and legally required contract provisions, including Jury Service and Safely Surrendered Baby Law, with the exception of the requirement that the Contractor notify the Department when the Agreement is within 75 percent of the Maximum Contract Sum, as the provision is inapplicable in this situation. The Model Master Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

On September 9, 2008, the Department issued a Request for Statement of Qualifications (RFSQ) for DNA Laboratory Services. The RFSQ solicitation was posted on the Los Angeles County and the Department's websites with an initial closing date of October 9, 2008, but will remain open until the needs of the Department are met. The Department received six Statement of Qualifications (SOQs) on October 9, 2008. Five contractors met the minimum requirements and were determined to be qualified.

The Sheriff seeks delegated authority to execute agreements substantially similar to the Model Master Agreement with the following qualified contractors: Serological Research Institute, Orchid Cellmark, Sorenson Forensics, Strand Analytical Labs, and Bode Technology. Because the RFSQ will remain open until the needs of the Department are met, the Sheriff also seeks delegated authority to execute agreements with additional qualified contractors to meet the needs of the Department during the term of the Agreement, provided sufficient funding is available and County Counsel approval is obtained.

The contractors were selected without regard to gender, race, creed, or color for the award of the Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of this action will allow the Department to provide routine and non-routine DNA testing in an accredited DNA Laboratory.

CONCLUSION

Upon approval by your Board, please return two adopted copies of this Board letter and Model Master Agreement to the Department's Contracts Unit for further processing.

Sincerely,

LEROY D. BACA
SHERIFF

MODEL MASTER AGREEMENT

FOR

DNA LABORATORY SERVICES

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[_____]

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AGREEMENT

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RECITALS

This Agreement is entered into as of the Effective Date by and between the County of Los Angeles ("County") and [_____], ("Contractor"), to provide DNA Laboratory Services for the Los Angeles County Sheriff's Department (the "Department").

WHEREAS, the County, through the Department, desires to contract with private businesses to provide DNA Laboratory Services to assist the Department's Scientific Services Bureau; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide DNA Laboratory Services; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000 and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1.0 AGREEMENT AND INTERPRETATION

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

1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:

1.2.1. Exhibit A Additional Terms and Conditions

1.2.2. Exhibit B Statement of Work

1.2.3. Exhibit C Price Sheet

1.2.4. Exhibit D — Contractor's EEO Certification

1.2.5. Exhibit E — Contractor's Employee Acknowledgement and Confidentiality Agreement

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

1.2.6 Exhibit F — Contract Performance Discrepancy Report

1.2.7 Exhibit G — Performance Requirements Summary (PRS)

1.2.8 Exhibit H — Jury Service Ordinance

1.2.9 Exhibit I — Safely Surrendered Baby Law

1.3 Additional Terms and Conditions. Without limiting the generality of Subparagraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

2.0 DEFINITIONS

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

2.1 "Agreement" has the meaning set forth in Paragraph 1.1 (Agreement).

2.2 "Amendment" has the meaning set forth in Paragraph 6.0, (Change Orders and Amendments)

2.3 "Board" means the Los Angeles County Board of Supervisors.

2.4 "Business Day" means Monday through Friday, excluding County observed holidays.

2.5 "Change Order" has the meaning set forth in Paragraph 6 (Change Orders and Amendments)

2.6 "Contractor Project Manager" has the meanings set forth in Paragraph 4.1 (Contractor Project Manager) and Exhibit B (Statement of Work).

2.7 "County" means the County of Los Angeles.

2.8 "County Counsel" means County's Office of the County Counsel.

2.9 "County Indemnitees" has the meaning set forth in Paragraph 13.1 (Indemnification) of Exhibit A (Additional Terms and Conditions).

2.10 "County Project Director" has the meaning set forth in Paragraph 3.1 (County Project Director).

2.11 "County Project Manager" has the meaning set forth in Paragraph 3.2 (County Project Manager).

2.12 "Deliverable" means a service, product, or good to be provided by Contractor to County under this Agreement and identified as Specific Work Requirements and as a numbered Deliverable in the Statement of Work or any approved Change Order or Amendment.

2.13 "Department" means the Los Angeles County Sheriff's Department.

2.14 "Dispute Resolution Procedure" has the meaning set forth in Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).

2.15 "Effective Date" means the first date on which this Agreement has been executed by the Sheriff.

2.16 "Rate" means, for Contractor, the fully burdened rates set forth in Exhibit C, Price Sheet.

2.17 "Infringement Claims" has the meaning set forth in Paragraph 14.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions).

2.18 "Initial Term" has the meaning set forth in Paragraph 7 (Term).

2.19 "Jury Service Program" has the meaning set forth in Paragraph 33 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).

2.20 "Maximum Contract Sum" has the meaning set forth in Paragraph 8 (Prices and Fees).

2.21 "Option Term" has the meaning set forth in Paragraph 7 (Term).

2.22 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.

2.23 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, as the same may be amended by any executed Change Order or Amendment.

2.24 "Task" means one or more major areas of work to be performed under this Agreement and identified as a numbered Task in the Statement of Work or any executed Change Order or Amendment.

2.25 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

2.26 "Term" has the meaning set forth in Paragraph 7 (Term).

2.27 "Work" means any and all Tasks, subtasks, Deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Agreement, the Statement of Work, and all the Exhibits, Change Orders, and amendments hereto.

3.0 ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director

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

Assistant Director
Scientific Services Bureau
[ ]
[ ]
Fax#: [ ]
Telephone [ ]

3.1.2 County will notify Contractor of any change in the name or address of County Project Director.

3.1.3 Except as set forth in Paragraph 6 (Change Orders and Amendments) of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager

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

Supervising Criminalist
Scientific Services Bureau
[ ]
[ ]

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

3.2.2 County Project Manager shall notify Contractor of any change in the name or address of the County Project Manager.

3.2.3 County Project Manager shall oversee the day-to-day activities relating to this Agreement.

3.2.4 County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time give to such person by County.

3.2.5 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.

3.2.6 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and

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

3.2.7 County Project Manager shall issue Contract Performance Discrepancy Report as soon as possible to Contractor whenever a contract discrepancy is identified, as stated in Exhibit B, Statement of Work.

3.2.8 County Project Manager shall approve all invoices and forward approved invoices to Sheriff's Accounts Payable Unit pursuant to Subparagraph 10.2.

3.2.9 County Project Manager or designee shall submit a "Case Submission Form" to Contractor requesting DNA Laboratory Services.

3.3 Consolidation of Duties

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

3.4 County Personnel

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

4.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Manager

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

Contractor Project Manager
Address
City
Telephone
Fax:
Email:

4.1.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to the

County in the manner set forth in Subparagraph 4.3 (Project Status Report).

4.1.3 Contractor Project Manager shall be available by telephone during normal business hours, 8:00 a.m. until 5:00 p.m., Monday through Friday, excluding weekends and County Holidays.

Contractor shall appoint an alternate should Contractor Project Manager be absent or otherwise unavailable.

4.1.4 Contractor Project Manager shall provide County Project Manager with an email address, fax and telephone number that are accessible twenty-four (24) hours a day. Voice messages from County Director and/or County Project Manager or designee shall be returned within twenty-four (24) hours on the next business day, Monday through Friday, excluding weekends and County Holidays, unless a specific hour is specified.

4.2 Approval of Contractor's Staff

4.2.1 County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of Contractor Project Manager, Contractor shall provide County with a resume for such proposed replacement, and an opportunity to interview such person prior to such person performing any work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Manager.

4.2.2 Contractor shall endeavor to assure continuity during the Term of Contractor staff performing work under this Agreement. Notwithstanding the foregoing, County Project Director may require removal of any Contractor Staff.

4.2.3 In the event Contractor should desire to remove any Contractor staff from performing work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.

4.2.4 Contractor shall promptly fill any staff vacancies with individuals having qualifications at least equivalent to those staff being replaced.

4.2.5 All staff employed by and on behalf of Contractor shall be adults, 18 years or older, who are legally eligible to work under the laws of the United States of America and the State of California. Contractor's staff

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

5.0 WORK; APPROVAL AND ACCEPTANCE

Contractor shall fully and timely perform all Work under this Agreement, including pursuant to an executed Change Order or Amendment, in accordance with the terms and conditions of this Agreement.

Contractor acknowledges that, subject to this Paragraph 5.0 (Work; Approval and Acceptance), all Work performed under this Agreement, including pursuant to an executed Change Order or Amendment, is payable on a monthly basis in arrears and in accordance with the terms and conditions of this Agreement, including this Paragraph 5.0 (Work; Approval and Acceptance), Paragraph 8.0 (Prices and Fees) and Paragraph 10.0 (Invoices and Payments).

6.0 CHANGE ORDERS AND AMENDMENTS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 6.0 (Change Orders and Amendments).

6.1 General

County reserves the right to change any portion of the work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

6.1.1 For any change which does not materially affect the scope of work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both County Project Director and Contractor Project Manager, with the concurrence of County Counsel. To the extent that extensions of time for Contractor's performance do not impact either the scope of work or cost of this Agreement, County Project Director or designee, in County Project Director's discretion, may grant Contractor extensions of time in writing for the work listed in the Statement of Work or otherwise in this Agreement provided that such extensions shall not extend the Term of this Agreement.

6.1.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. County reserves the right

to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by Contractor and by Sheriff.

6.1.3 For any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition in the body of this Agreement or Exhibit A (Additional Terms and Conditions), then a negotiated amendment to this Agreement shall be executed by the Board or its designee and Contractor.

7.0 TERM

7.1 The term of this Agreement shall commence upon the date of its execution by the Sheriff and this Agreement shall expire on _____, (three (3) years from the date of approval of the Model Master Agreement form by the Los Angeles County Board of Supervisors) (the "Initial Term") unless sooner extended or terminated, in whole or in part, as provided in this Agreement. If other Agreements become effective during the Initial Term or any of the extension periods, then the Agreement will have the same term as the Agreement for services provided herein.

7.2 The Sheriff has the option, at the Sheriff's discretion and upon notice to Contractor prior to the end of the current period of the Agreement Term, to extend the term of this Agreement for up to two (2) additional one (1) year periods, (each an "Option Term") for a total Agreement term not to exceed five (5) years. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Each such extension shall be exercised individually by written notice by the Sheriff or the Sheriff's designee.

7.3 Contractor shall notify County Project Director when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County's Project Director at the address herein, provided in Paragraph 3.0, Administration of Agreement – County.

8.0 PRICES AND FEES

8.1 General

The prices and fees for this Agreement payable by County to Contractor for performing all Tasks, Deliverables, goods, services and any other Work required under this Agreement shall be as specified in Exhibit C, Price Sheet.

If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be a gratuitous effort on

the part of Contractor, and Contractor shall have no claim whatsoever against County. Thus, Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement. All rates will remain fixed for the term of the Agreement, including all extension periods. County will not pay overtime compensation for this Agreement. The execution of this Agreement does not guarantee Contractor any minimum amount of work.

8.2 Maximum Contract Sum

The "Maximum Contract Sum" shall be the total monetary amount that would be payable by County to Contractor for providing the required Work under this Agreement for the Term, including all extension periods. In no event shall the annual total of all amounts expended by County, expressly or by implication, exceed the sum allocated in that fiscal year's budget. All payments under this Agreement shall be in accordance with Exhibit C, Price Sheet.

9.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

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

10.0 INVOICES AND PAYMENTS

10.1 General

Contractor shall be paid monthly in arrears. Contractor invoices shall be submitted to County by the tenth (10^{th}) day of the month following the billing period, the month in which services were rendered or work was performed. County shall submit payment to Contractor within thirty (30) days after an invoice has been approved for payment by County Project Manager.

10.2 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of County Project Manager, as evidenced by County Project Manager's signature on the applicable invoice, prior to any payment thereof. All invoices will be

reviewed and verified by County Project Manager. In no event shall County be liable or responsible for any payment prior to such written approval. County Project Manager shall forward the approved invoice to Sheriff's Accounts Payable Unit for payment. Incomplete or late invoices may delay processing of billing. County will not be responsible for invoices submitted more than sixty (60) days after the date of service rendered.

10.3 Detail

10.3.1 County's Agreement Number

10.3.2 Department or submitting agency's File Number or other unique case identifier

10.3.3 Billing Date

10.3.4 Date services provided

10.3.5 A brief description of the services for which payment is claimed.

10.3.6 Total charges billed

10.4 Submission of Invoices

Contractor shall submit an original and one (1) copy of each invoice, addressed as shown below:

Original Invoice to: Los Angeles County Sheriff's Department
Scientific Services Bureau
1800 Paseo Rancho Castilla
Los Angeles, CA 90032
Attention: Project Manager

Copy to: Los Angeles County Sheriff's Department
Accounts Payable Section – Contracts Billing
4700 Ramona Boulevard, Room 326
Monterey Park, California 91754

10.5 No Out-of-Pocket Expenses

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.6 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor. In the event that Contractor submits an inaccurate invoice, County Project Manager shall return such invoice to Contractor Project Manager with a letter to explain the discrepancies in the submitted invoice and request a corrected invoice. Contractor shall submit the corrected invoice to the parties specified in Subparagraph 10.4, Submission of Invoices. County's payment will be made within thirty (30) days of approval of corrected invoice by County Project Manager.

10.7 County's Right to Withhold

In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

11.0 LIQUIDATED DAMAGES

11.1 If, in the judgment of the County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. Information regarding the Work not performed and the amount to be withheld or deducted from payments to Contractor from County will be forwarded to Contractor by the County Project Director in a written notice describing the reasons for said action.

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

11.2.1 Deduct from Contractor's payment, pro rata, those applicable portions of the monthly contract sum; or

11.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars ($100) per day per infraction, or as specified in the Performance

Requirements Summary (PRS) Chart, as defined in Exhibit G, and that Contractor shall be liable to County for liquidated damages in the said amount. Said amount shall be deducted from County's payment to Contractor; and/or

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

11.3 The action noted in Subparagraph 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County's cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

11.4 This Subparagraph shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as specified in the PRS or Subparagraph 11.2, and shall not, in any manner, restrict or limit County's right to terminate the Agreement as agreed to herein.

12.0 NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving party of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) Los Angeles County Sheriff's Department
Scientific Services Bureau
1800 Paseo Rancho Castilla
Los Angeles, California 90032
Attention: Project Director

with a copy to:

(2) Los Angeles County Sheriff's Department Contracts Unit
4700 Ramona Boulevard, Suite 214
Monterey Park, California 91754-2169
Attention: William Dibble, Assistant Director
Facsimile: (323) 415-1047

To Contractor: Name
Address
City
Facsimile:

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

13.0 ARM'S LENGTH NEGOTIATIONS

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

14.0 CALIFORNIA LABOR CODE AND PREVAILING WAGE

14.1 Contractor, its subcontractors, agents, and employees shall be bound by and shall comply with all applicable provisions of the California Labor Code as well as all other applicable Federal, State and local laws related to labor.

14.2 Contractor, its subcontractors, agents, and employees shall pay the prevailing wages established by the State Department of Industrial Relations to those employees who perform work, which is subject to the prevailing wage requirement of the California Labor Code.

14.3 Contractor, its subcontractors, agents, and employees are directed to comply with the requirements of the Labor Code with respect to hours of employment. Eight (8) hours of labor constitute a legal day's work for covered crafts, and neither Contractor nor any subcontractor hereunder shall require or permit any covered worker to perform any of the Work described herein for more than eight (8) hours during any one calendar day or more than forty (40) hours during any one calendar week without paying overtime except as authorized by Labor Code Section 1815. For each violation of the provisions of Labor Code Sections 1811 through 1815, Contractor shall forfeit to County the penalty set forth therein.

15.0 NO GUARANTY OF WORK

This Agreement is intended to provide County with serological and DNA testing of various items of evidence on an "as-needed" basis. As such, County does not promise, guaranty, or warrant that it will utilize any particular level of Contractor services or any services at all during the term of this Agreement. The determination as to the need for such services shall rest solely within the discretion of County.

16.0 SURVIVAL

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1.0 (Agreement and Interpretation), 2.0 (Definitions), 8.0 (Prices and Fees), 10.0 (Invoices and Payments), 11.0 (Liquidated Damages), 12.0 (Notices), 13.0 (Arm's Length Negotiations), 14.0 (California Labor Code and Prevailing Wages), 16.0 (Survival), and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

[Continue on next page]

AGREEMENT
DNA LABORATORY SERVICES

BETWEEN COUNTY OF LOS ANGELES
AND
[_____]

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Sheriff of the Los Angeles County Sheriff Department and Contractor has caused this Agreement to be executed on its behalf by its duly authorized officer, this _____ day of _____ 2008.

COUNTY OF LOS ANGELES

By _____
LEROY D. BACA
SHERIFF

By _____
Contractor

Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy County Counsel

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) as used in this Exhibit A (Additional Terms and Conditions), (this "Exhibit") have the meanings given to such terms in the base document of the Agreement.

1.0 SUBCONTRACTING

1.1 General

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

1.2 Procedure for Subcontracting

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

1.2.1 Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.

1.2.2 The identity of such subcontractor and why such subcontractor was selected.

1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.

1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:

i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of the County Project Director, which approval shall not be unreasonably withheld; and

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

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

1.2.5 Contractor shall obtain an executed subcontractor Employee Acknowledgment and Confidentiality (see Exhibit E1 (Contractor's Employee Acknowledgement and Confidentiality Contract)) for each of subcontractor's employees performing Work under the subcontract. Such Contracts shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3 Contractor Responsibilities

1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County.

1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.

1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the Agreement and any executed Change Order or Amendment

hereto as it relates to or affects the Work performed by subcontractor hereunder.

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

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

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

2.2 Continued Work

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

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

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

2.3 Dispute Resolution Procedures

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

2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

2.3.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

2.3.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have five (5) Business Days to attempt to resolve the dispute.

2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

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

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to

impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

3.1.1 Contractor shall maintain the confidentiality of all records and information 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.

3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 3.1, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 3.1 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3.1.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit E1 to the Agreement) for each of its employees performing Work under the Agreement and an executed Contractor Non-employee Acknowledgment and Confidentiality Agreement (Exhibit E2 to the Agreement) for each non employee performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor

acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to who Contractor discloses such confidential information.

3.2 Disclosure of Information

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

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

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

3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and

3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Paragraph 25.0 (Re-solicitation of Bids, Proposals, or Information).

3.4 Use of County Name

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

3.4.1 Contractor shall develop all publicity material in a professional manner.

3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.

3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Subparagraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.

3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

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

4.0 TERMINATION FOR INSOLVENCY

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

4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code;

4.1.3 The appointment of a receiver or trustee for Contractor; or

4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

4.2 The rights and remedies of County provided in this Paragraph 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

5.1 Event of Default

County may, upon written notice to Contractor, terminate the whole or any part of the Agreement if Contractor materially breaches the Agreement, Contractor fails to perform or provide any Work within the times specified in the Agreement, or Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) days

following notice from the County Project Director specifying such breach or failure to cure prior to termination under this Paragraph 5.0 (Termination for Default), or such longer period as the County Project Director may authorize, in writing, but in no event shall the period, as extended by the County Project Director, exceed thirty (30) days), provided that nothing in this Subparagraph 5.1 shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.

5.2 Deemed Termination for Convenience

If, after County has given notice of termination under the provisions of this Paragraph 5.0 (Termination for Default), it is determined by County or otherwise that Contractor was not in default under the provisions of this Paragraph 5.0 (Termination for Default), or that the default was excusable or curable under the provisions of this Paragraph 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit except that no additional notice shall be required to effect such termination.

5.3 Completion of Work

Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this Paragraph 5.0 (Termination for Default), County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy and deficiency, replace any non-complying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefore at County's direct actual cost of outside labor and materials and County's burdened (including salary, employee benefits and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by County to Contractor under the Agreement. In the event County elects to proceed under this Subparagraph 5.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of County shall be deemed Work under the Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such

termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Paragraph 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Subparagraph 6.2 shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

7.1 County may, upon notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

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

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

8.0 INTENTIONALLY OMITTED

9.0 EFFECT OF TERMINATION

9.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration), or Paragraph 8.0 (Termination for Gratuities) in each case, of this Exhibit, then:

9.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;

9.1.2 Unless County has terminated the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

9.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;

9.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Paragraph 11.0 (Liquidated Damages) of the Agreement, to the extent applicable; and

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

9.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new Contractor, toward the end that there be no interruption of the Department's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit or Subparagraph 5.2 (Deemed Termination for Convenience) of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C, Price Sheet, of the Agreement, in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform

transition services at its own expense. In connection with the provision of any transition services pursuant to this Subparagraph 9.2 (Transition Services), Contractor shall provide to the County Project Director, on request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

9.3 Remedies Not Exclusive

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

10.0 WARRANTY AGAINST CONTINGENT FEES

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

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

11.0 AUTHORIZATION WARRANTY

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

12.0 FURTHER WARRANTIES

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

12.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part any goods acquired from Contractor, as applicable, until acceptance by the County.

12.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications

and descriptions, and free from defects in workmanship and materials, as determined by County.

12.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in this Agreement, including the Statement of Work.

12.4 All Work shall be performed in a timely and professional manner by qualified personnel.

12.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, and agents (the "County Indemnitees") from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting, attorney and other professional fees) in any way arising from, connected with, or related to Contractor's, Contractor's agents', employees', officers', directors', or shareholders' acts, errors or omissions. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13.0 (Indemnification and Insurance) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contender*, to any charge or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

13.2 General Insurance Requirements

Without limiting Contractor's obligations of indemnification and defense of County Indemnitees, Contractor shall provide and maintain at its own expense during the Term the following programs of insurance covering its operations under the Agreement, as specified in this Subparagraph 13.2 (General Insurance Requirements). Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County.

13.2.1 Evidence of Insurance

Certificates or other evidence of coverage satisfactory to the County's Risk Manager, and evidence of such programs satisfactory to County, shall be delivered to

Karen Anderson, Manager
Sheriff's Department Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, CA 91754-2169

on or before the execution of the Agreement by the Board. Such certificates or other evidence shall at a minimum:

(i) Specifically identify the Agreement;

(ii) Clearly evidence all coverage required in the Agreement;

(iii) Contain express conditions that County is to be given notice by registered mail at least thirty (30) days prior to any termination of any program of insurance, and, with respect to any modification of any program of insurance, at least thirty (30) days in advance or immediately following Contractor's first receipt of notice of modification in the event Contractor receives less than thirty (30) days advance notice of such modification;

(iv) Include copies of the additional insured endorsement to the commercial general liability policy, naming all County Indemnitees as insureds for all activities arising from the Agreement; and

(v) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County Indemnitees, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the state of California.

13.2.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

13.2.3 Insurance Programs

At a minimum, Contractor shall maintain during the Term programs of insurance which consists of:

(i) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	$2,000,000
Products/Completed Operations Aggregate:	$1,000,000
Personal and Advertising Injury:	$1,000,000
Each Occurrence:	$1,000,000

(ii) Professional liability insurance covering any liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers, agents, or employees with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

Such coverage shall be maintained for a period of not less than two (2) years, or the policy shall be endorsed to provide an extended reporting period of not less than two (2) years, following the expiration or termination of the Agreement.

(iii) Comprehensive auto liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for owned, non-owned, and hired vehicles, or coverage for "any auto" with a limit of not less than one million dollars ($1,000,000) per accident.

(iv) Workers' compensation insurance in an amount and form required by the California Labor Code (or the labor code of any other applicable state), covering all persons for which Contractor is responsible and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than one million dollars ($1,000,000) per accident, and, in respect of disease, the policy limit shall be no less than one million dollars ($1,000,000) and one million dollars ($1,000,000 for each employee.

13.2.4 Notification of Incidents, Claims or Suits

Contractor shall report to County:

(i) Any accident or incident relating to services performed under the Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor or County.

Such report shall be made in writing within twenty-four (24) hours of occurrence, or as soon as reasonable possible.

(ii) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under the Agreement. Such report shall be made in writing within twenty-four (24) hours of the earlier of service of process of such claim or lawsuit, or Contractor otherwise has knowledge of such claim or lawsuit.

(iii) Any injury to a Contractor staff member which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Director. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(v) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of the Agreement. Such report shall be made in writing within twenty-four (24) hours of occurrence.

13.3 Failure to Procure and Maintain Insurance

Failure on the part of Contractor to procure and maintain all the required insurance shall constitute a material breach of the Agreement upon which County may terminate the Agreement pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit and seek all remedies pursuant to Paragraph 9.0 (Effect of Termination) of this Exhibit, or alternatively, may purchase such required insurance coverage and debit Contractor pursuant to Subparagraph 5.3 (Completion of Work) of this Exhibit.

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend County Indemnitees pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the Work provided under this Agreement (collectively in this Paragraph 14.0 "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 14.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contender*, to

any charge or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

15.0 BUDGET REDUCTIONS

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

16.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts 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 Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 16.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

17.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the

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

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

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

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

17.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board 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.

17.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide

change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

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

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

17.9 These terms shall also apply to subcontractors of County Contractors.

18.0 COMPLIANCE WITH APPLICABLE LAW

18.1 In the performance of this Agreement, Contractor 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 Agreement are hereby incorporated herein by reference.

18.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 18.2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense,

except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

19.0 FAIR LABOR STANDARDS

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

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

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

20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification, attached as Exhibit D.

20.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

20.3 Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

20.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:

20.4.1 Title VII, Civil Rights Act of 1964;

20.4.2 Section 504, Rehabilitation Act of 1973;

20.4.3 Age Discrimination Act of 1975;

20.4.4 Title IX, Education Amendments of 1973, as applicable; and

20.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

20.5 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Subparagraph 20.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

20.6 The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

21.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in

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

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

22.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law.

22.2 Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

23.0 HIRING OF EMPLOYEES

Contractor and County agree that. During the Term and for a period of one(1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Manager, Project Director or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit, (b) the

Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

24.0 CONFLICT OF INTEREST

24.1 No County employee whose position with County enables such employee to influence the award of the Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

24.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provision of this Paragraph 24.0 shall be material breach of this Agreement.

25.0 RESOLICITATION FOR STATEMENT OF QUALIFICATIONS, PROPOSALS, OR INFORMATION

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

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

26.0 RESTRICTIONS ON LOBBYING

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

27.0 CONSIDERATION OF GAINPROGRAM PARTICIPANTS FOR EMPLOYMENT

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

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

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

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

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

30.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

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

The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

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

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

31.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

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

32.0 RECYCLED-CONTENT PAPER

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

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 Jury Service Program

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

33.2 Written Employee Jury Service Policy

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

33.2.2 For purposes of this Paragraph 33.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 33.0 (Compliance with Jury Service Program).

The provisions of this Paragraph 33.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

33.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.

33.2.4 Contractor's violation of this Paragraph 33.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

34.0 BACKGROUND AND SECURITY INVESTIGATIONS

34.1 At any time prior to or during the Term, County may require that all Contractor staff, subcontractors and agents of Contractor performing Work under this Agreement undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing Work under this Agreement. County shall use its discretion in determining the method of background investigation to be used, up to and including a County-performed fingerprint security clearance. The cost for the background and security investigations, if required, shall be the responsibility of County.

34.2 If any of Contractor's staff, subcontractors or agents does not pass the background clearance investigation, County may require that the individual immediately be removed from performing Work at any time during the Term. County will not provide to Contractor or to the individual any information obtained through County's background investigation.

34.3 County may immediately deny or terminate facility access to Contractor's staff, subcontractors or agents who do not pass such investigation(s) to the satisfaction of County, or whose background or conduct is incompatible with County facility access, at the sole discretion of County.

34.4 Disqualification, if any, of Contractor staff, subcontractors or agents pursuant to this Paragraph 34.0 shall not relieve Contractor of its obligations to complete all Work in accordance with the terms and conditions of this Agreement.

35.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

36.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

37.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

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

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

38.0 PHYSICAL ALTERATIONS

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

39.0 FEDERAL EARNED INCOME TAX CREDIT

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

40.0 ASSIGNMENT BY CONTRACTOR

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

40.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Paragraph 40.1 of this Exhibit.

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

41.0 INDEPENDENT CONTRACTOR STATUS

41.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.

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

41.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.

41.4 Contractor shall adhere to the provisions stated in Paragraph 3.0, Confidentiality.

42.0 RECORDS AND AUDITS

42.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement; All such material, including all financial records, time cards and other employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

42.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, or by an accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.

42.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final

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

42.4 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 42.0 shall constitute a material breach upon which County may terminate or suspend this Agreement.

43.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Mona Whittouck, Manager, Sheriff's Department Contracts Unit, 4700 Ramona Boulevard, Monterey Park, CA 91754-2169.

44.0 NO THIRD PARTY BENEFICIARIES

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

45.0 MOST FAVORED PUBLIC ENTITY

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

46.0 COUNTY'S QUALITY ASSURANCE PLAN

Contractor shall have an ongoing system of quality assurance and improvement, and shall keep quality control records and records of inspections conducted by Contractor. These records must include but are not limited to, time a problem was first identified, clear description of the problem, including corrective action taken and time elapsed between identification and completed corrective action. County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in this Agreement.

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

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

48.0 INTENTIONLY OMITTED

49.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT

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

50.0 SAFELY SURRENDERED BABY LAW

50.1 Notice to Employees

Contractor shall notify and provide to its employees residing in or working in the State of California, and shall require each subcontractor performing Work under this Agreement to notify and provide to its employees residing in or working in the State of California, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. The poster is available on the Internet at www.babysafela.org for printing purposes.

51.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Contractor and County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

52.0 PUBLIC RECORDS ACT

52.1 Any documents submitted by Contractor, all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Paragraph 42.0 (Records and Audits) of this Exhibit A (Additional Terms and Conditions); as well as those documents which were required to be submitted in response to the Request for Statement of Qualification (RFSQ) used in the solicitation process for this Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary," and which meet the definition of "Trade Secret" in California Evidence Code Section 1061. County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

52.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid/proposal marked "trade secret", "confidential", or "proprietary", 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.

53.0 INTENTIONALLY OMITTED

54.0 WAIVER

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

55.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

56.0 SEVERABILITY

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

57.0 RIGHTS AND REMEDIES

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

58.0 FACSIMILE

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

* * * * *

EXHIBIT B

STATEMENT OF WORK

STATEMENT OF WORK

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EXHIBIT B

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

This Statement of Work (SOW) defines the specific tasks and responsibilities of Contractor in providing DNA Laboratory Services to the Los Angeles County Sheriff's Department (Department) Scientific Services Bureau (SSB). The Department's SSB Crime Lab is located at 1800 Paseo Rancho Castilla, Los Angeles, California 90032.

Contractor shall assist SSB staff, as-needed, in completing serological and DNA testing of various items of evidence. Contractor must be capable of performing the duties and specific work requirements as specified in this Statement of Work and elsewhere in the Agreement. These services shall be provided on an as-needed, intermittent basis.

2.0 QUALITY ASSURANCE PLAN

Contractor shall establish and utilize a Quality Assurance Plan that is appropriate to DNA testing activities to assure the Department a consistently high level of service throughout the term of the Agreement. Contractor shall submit the Quality Assurance Plan to County Project Manager for review within fifteen (15) business days after execution of Agreement. In event the requirements and/or policy and procedures change during the term of the Agreement, Contractor shall update the plan, and submit such updated plan to County Project Manager within ten (10) business days of notification. The plan shall include, but may not be limited to the following:

1) Method and frequency of monitoring to ensure that all of the Agreement requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.

2) Specific activities to be monitored either on a scheduled or unscheduled basis.

3) Contractor's written policies and procedures for licensing, certifying, qualifying, training and proficiency testing for staff/analysts.

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Contractor Project Manager

3.1.1 Contractor shall provide a full-time Contractor Project Manager or alternate to act as Contractor's liaison to the Department and who will be responsible for the day-to-day management of the Agreement. Contractor Project Manager shall be available by telephone during normal business hours, 8:00 a.m. until 5:00 p.m., Monday through Friday, excluding weekends and County Holidays. Contractor shall appoint an alternate should Contractor Project Manager be absent or otherwise unavailable.

3.1.2 Contractor's Project Manager shall provide County Project Manager with an email address, fax and telephone number that are accessible twenty-four (24) hours a day. Voice messages from County Project Director and/or County Project Manager or designee shall be returned within twenty-four (24) hours on the next business day, Monday through Friday, excluding weekends and County Holidays, unless a specific hour is specified.

3.1.3 Contractor shall immediately notify County's Project Director and County's Project Manager should Contractor's analyst obtain incorrect proficiency test results or become aware of any other quality assurance matters. The notification shall be in writing and shall describe the problem and corrective action plan

3.1.4 Contractor's Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement. The Project Manager/alternate shall be able to effectively and clearly communicate in English, both orally and in writing.

3.2 Personnel/Analyst

3.2.1 Contractor shall assign a sufficient number of personnel to perform the required Work specified in this Statement of Work and elsewhere in the Agreement. At least (1) one employee on site shall be authorized to act for Contractor in every detail and must be able to understand and clearly communicate in English, both orally and in writing.

3.2.2 All analysts examining evidence must wear safety and protective gear according to OSHA standards for the term of the Agreement.

3.2.3 All analysts must meet all minimum requirements for education, training, experience, and proficiency testing as required by American Society of Crime Laboratory Director's Laboratory Accreditation Board (ASCLD/LAB) and the FBI's quality assurance standards.

3.2.4 Contractor shall provide, upon request by County Project Manager, all documentation of education, training, experience, mandated bi-annual proficiency testing as required by ASCLD/LAB and the FBI's quality assurance standards for all analysts examining evidence.

3.2.5 Contractor shall provide, for court testimony on date specified, a DNA Analyst/Staff that is well versed, fluent English-speaking who has no fewer than three (3) criminal trial court qualified appearances, upon written request by County Project Manager.

3.3 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. until 5:00 p.m., Monday though Friday, excluding weekends and County Holidays, by at least one (1) employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Agreement from County Project Director and/or County Project Manager or designee. When the office is closed, an answering service shall be provided to receive calls. Voice messages shall be returned within twenty-four (24) hours on the next business day, Monday through Friday, excluding weekends and County Holidays, unless a specific hour is specified.

3.4 Materials and Equipment

The purchase of all materials/equipment to provide the needed services as stated in this SOW and elsewhere in the Agreement is the responsibility of Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by Contractor's employee. All equipment shall be checked daily for safety by Contractor.

3.5 Training

3.5.1 All personnel/analysts shall be trained in their assigned tasks and in the safe handling of materials and equipment used to provide the needed services.

3.5.2 Contractor shall provide training for all employees assigned to perform Work during the Initial Term and each Optional Term of this Agreement, including all new Contractor employees.

3.5.3 Contractor shall provide documentation of training programs for all employees, including Contractor's new employees, within thirty (30) days of request by County Project Manager.

4.0 INTENTIONALLY OMITTED

5.0 CONTRACTOR'S SPECIFIC DUTIES

5.1 Contractor's DNA Testing Laboratory shall have and maintain accreditation by the American Society of Crime Laboratory Director's Laboratory Accreditation Board (ASCLD/LAB). This must be demonstrated by the submission of a copy of its most recent accreditation document and any ASCLD/LAB inspections to County Project Manager within fifteen (15) days of execution of this Agreement, and each optional term of the Agreement.

5.2 Contractor's DNA Testing Laboratory shall comply with the standards for a quality assurance program for DNA analysis, issued by the Director of the Federal Bureau of Investigation pursuant to the DNA Identification Act of 1994, entitled *Quality Assurance Standards for Forensic DNA Testing Laboratories*. This must be demonstrated by the submission of it's most recent annual audit documentation to County Project Manager.

5.3 Contractor's DNA Testing Laboratory is required to perform the DNA testing on an instrument platform using STR kits specified at the time of analysis. The DNA Testing Laboratory is required to have the capability to perform STR, Y-STR, Minifiler, and Mitochondrial DNA testing.

Note: Our current preferred platform is using an ABI 310 or 3130 Genetic Analyzer with the ABI AmpFISTR™Identifiler STR amplification kits with Genemapper ID® (GMID), GeneScan® and Genotyper® software. Also in use are ABI-Y-filer and Minifiler. The Department reserves the right to modify or change its platform at our discretion at any time during the Agreement.

5.4 Contractor's DNA Testing laboratory shall make available upon request by County Project Manager, at no additional cost, any quality assurance documents, including but not limited to, laboratory approved procedures, interpretation guidelines, proficiency test records, internal and external audits, validation studies, and analyst education and training records.

5.5 Contractor's DNA Testing Laboratory shall make its facility accessible for on-site visits by staff from the Department's Scientific Services Bureau.

5.6 Contractor's DNA Testing Laboratory shall be in compliance with the National Environmental Policy Act (NEPA) as required by the National Institute of Justice (NIJ).

6.0 SPECIFIC WORK REQUIREMENTS – TASKS AND DELIVERABLES

6.1 TASK 1:

Contractor will receive a Case Submission Form from County's Project Manager or designee, requesting the services of DNA analysis. As available, the submission request will include the following information:

- Investigating Agency
- Agency's file number
- Crime charge
- Victim and suspect information
- A list of items to be tested identified with individual corresponding SSB's lab receipt number
- A brief summary on the origins of the items to be tested
- Instruction for the services requested
- County contact person information

DELIVERABLE 1:

Contractor shall provide County Project Manager with an e-mail, fax, or letter to confirm the case acceptance upon receipt of the evidence, indicating Contractor's file number, the County's Lab Receipt number, and the estimated cost based on the services requested.

6.2 TASK 2:

Contractor shall analyze the items submitted, with a turn-around-time not to exceed thirty (30) days from receipt of request, and provide a final report. An average DNA case with submission of 5-15 samples would be expected to be processed within thirty (30) days. If analysis is expected to exceed thirty (30) days turn-around-time, Contractor shall immediately notify County Project Manager and provide an estimate time of completion. Contractor shall provide a complete copy of the case file to County Project Manager, upon request, within five (5) business days. The complete case file shall include, but not limited to the following: All notes, data (written and electronic), chain of custody documentation, reports and correspondence.

DELIVERABLE 2:

Contractor shall provide analysis for an average DNA case with submission of 5-15 samples within thirty (30) days from receipt of request and a final report for each case and shall include the items received, the items tested, method(s) of testing, the DNA technology used, the final results and any other information as described by the FBI's quality assurance document. Contractor shall immediately notify County Project Manager and provide an estimate time of completion if analysis is expected to exceed the thirty (30) days turn-around-time.

6.3 TASK 3:

Contractor shall maintain case updates and follow-up specified in a time log showing the ongoing analysis process, and/or brief consultation on the case and/or the work performed.

DELIVERABLE 3:

Contractor shall provide case updates and follow-up specified in a time log showing the ongoing analysis process, and/or brief consultation on the case and/or the work performed, to County Project Manager, upon request within five (5) business days.

6.4 TASK 4:

Contractor shall upon completion of each analysis, ensure evidence items are returned and remaining DNA extracts are returned or properly preserved indefinitely.

DELIVERABLE 4:

Contractor shall return all evidence items and remaining DNA extracts to County Project Manager within thirty (30) calendar days of the final report date or return all evidence items and properly preserve all remaining DNA extracts indefinitely as approved by County Project Manager.

6.5 TASK 5:

Contractor shall upon completion of each analysis, retain indefinitely the original case file which includes all notes, data (written and electronic), chain of custody documentation, reports and correspondence.

DELIVERABLE 5:

Contractor shall return the original case file to County Project Manager if the original case file cannot be retained indefinitely.

7.0 CONTRACT PERFORMANCE DISCREPANCY REPORT (EXHIBIT F)

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

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

8.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS) (EXHIBIT G)

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

When Contractor's performance does not conform to the requirements of this Agreement, County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by County Project Manager or designee. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to Contractor by a computed amount based on the dollar amount in the PRS.

- Reduce, suspend, or cancel this Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.

- Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice.

This Paragraph 8.0 does not preclude County's right to terminate the Agreement upon thirty (30) business days by written notice with or without cause, as provided for in Exhibit A, Additional Terms and Conditions, Paragraph 6.0, Termination for Convenience.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
DNA LABORATORY TESTING SERVICES

EXHIBIT C

PRICE QUOTE - INITIAL TERM

Part I

	FEES
TESTING FEES	
Sexual Assault Kit Screening	
Small Items Screening (swab) Blood, Semen, Saliva	
Bulk/Large Items Bulk Clothing, Comforters, etc.	
OTHER FEES	
Cancellation Fee	per case
Rush Fee	per case
Discount Fee Indicate terms:	

Part II

STR TESTING FEES	
Reference Sample	
Blood Unknown	
Mixed Stain Unknown	
OTHER FEES	
Cancellation Fee	per case
Rush Fee	per case
Discount Fee Indicate terms:	

Part III

	mtDNA	Y-STR	Minifiler
Reference Sample			
Blood Unknown			
Mixed Stain Unknown			
Bone Unknown			
Hair Unknown			

OTHER FEES	
Cancellation Fee	per case
Rush Fee	per case
Discount Fee Indicate terms:	

Approved:

Name: _____

Signature: _____

Date: _____

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
DNA LABORATORY TESTING SERVICES

EXHIBIT C

PRICE SHEET - OPTION YEAR ONE

Part I

	FEES
TESTING FEES	
Sexual Assault Kit Screening	
Small Items Screening (swab) Blood, Semen, Saliva	
Bulk/Large Items Bulk Clothing, Comforters, etc.	
OTHER FEES	
Cancellation Fee	per case
Rush Fee	per case
Discount Fee Indicate terms:	

Part II

STR TESTING FEES	
Reference Sample	
Blood Unknown	
Mixed Stain Unknown	
OTHER FEES	
Cancellation Fee	per case
Rush Fee	per case
Discount Fee Indicate terms:	

Part III

	mtDNA	Y-STR	Minifiler
Reference Sample			
Blood Unknown			
Mixed Stain Unknown			
Bone Unknown			
Hair Unknown			

OTHER FEES	
Cancellation Fee	per case
Rush Fee	per case
Discount Fee Indicate terms:	

Approved:

Name: _____

Signature: _____

Date: _____

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
DNA LABORATORY TESTING SERVICES

EXHIBIT C

PRICE SHEET - OPTION YEAR TWO

Part I

	FEES
TESTING FEES	
Sexual Assault Kit Screening	
Small Items Screening (swab) Blood, Semen, Saliva	
Bulk/Large Items Bulk Clothing, Comforters, etc.	
OTHER FEES	
Cancellation Fee	per case
Rush Fee	per case
Discount Fee	
Indicate terms:	

Part II

STR TESTING FEES	
Reference Sample	
Blood Unknown	
Mixed Stain Unknown	
OTHER FEES	
Cancellation Fee	per case
Rush Fee	per case
Discount Fee	
Indicate terms:	

Part III

	mtDNA	Y-STR	Minifiler
Reference Sample			
Blood Unknown			
Mixed Stain Unknown			
Bone Unknown			
Hair Unknown			

OTHER FEES	
Cancellation Fee	per case
Rush Fee	per case
Discount Fee	
Indicate terms:	

Approved:

Name: _____

Signature: _____

Date: _ _____

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

_____

Contractor Name

_____

Address

_____

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

_____

Authorized Official's Printed Name and Title

_____ _____

Authorized Official's Signature Date

EXHIBIT E1

DNA LABORATORY SERVICES

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

_____
CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

EXHIBIT E1

Contractor Name _____ Contract No. _____

Employee Name_____

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

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

DNA LABORATORY SERVICES

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

_____
CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

EXHIBIT E2

Contractor Name _____ Contract No._____

Non-Employee Name _____

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

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT F

CONTRACT PERFORMANCE DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: **Prepared by County:** _____ **Received by Contractor:** _____

Returned by Contractor: _____ **Action Completed:** _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

DNA LABORATORY SERVICES

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
1. Quality Assurance Plan SOW - Paragraph 2.0	Contractor shall submit the Quality Assurance Plan to the County Project Manager within 15 business days after execution of Agreement. Contractor shall update the Plan within ten (10) business days of notification.	None	Review	$50 per day of delay, in each case as applicable.
2. Contractor's Responsibilities SOW – Paragraph 3.1.2	Contractor's Project Manager shall provide the County Project Manager with an email address, fax and telephone number that is accessible twenty-four (24) hours. Voice messages from County Project Direct and/or County Project Manager or designee shall be returned within twenty-four (24) hours on the next business day, Monday through Friday, excluding weekends and County Holidays, unless a specific hour is specified.	None	Observation	$50 per hour of delay.

3. Training SOW – Paragraph 3.5.3	Contractor shall provide documentation of training programs for all employees. Including new employees, within thirty (30) days of request by County Project Manager.	None	Documentation	$50 per day after specified date.
4. Work Schedule SOW – Paragraph 4.1	Upon receipt of a "Case Submission Form" Contractor shall submit to County Project Manager within five (5) business days, for review and approval, a timeline or schedule for completion on each test submitted by the County Project Manager or designee.	None	Inspection and Written Report	$50 per day after specified date.
5. Contractor's Specific Duties SOW – Paragraph 5.1	Contractor shall submit a copy of its most recent accreditation document and any ASCLD/LAB inspections to the County Project Manager within fifteen (15) days of execution of this Agreement and each optional term of the Agreement.	None	Accreditation Document and Written Report	$50 per day after specified date.
6. Contract Performance Discrepancy Report SOW - Paragraph 7.0	Upon receipt of a formal Discrepancy Report, Contractor shall respond in writing to the County Project Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor shall submit a plan to the County Project Manager to correct the deficiency within 10 business days of receipt of the Discrepancy Report.	None	Written Report	$25 per day, after the 5thth business day, for delay of responding in writing and $25 per day for delay in submitting a plan to correct the deficiency.

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.

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)

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.

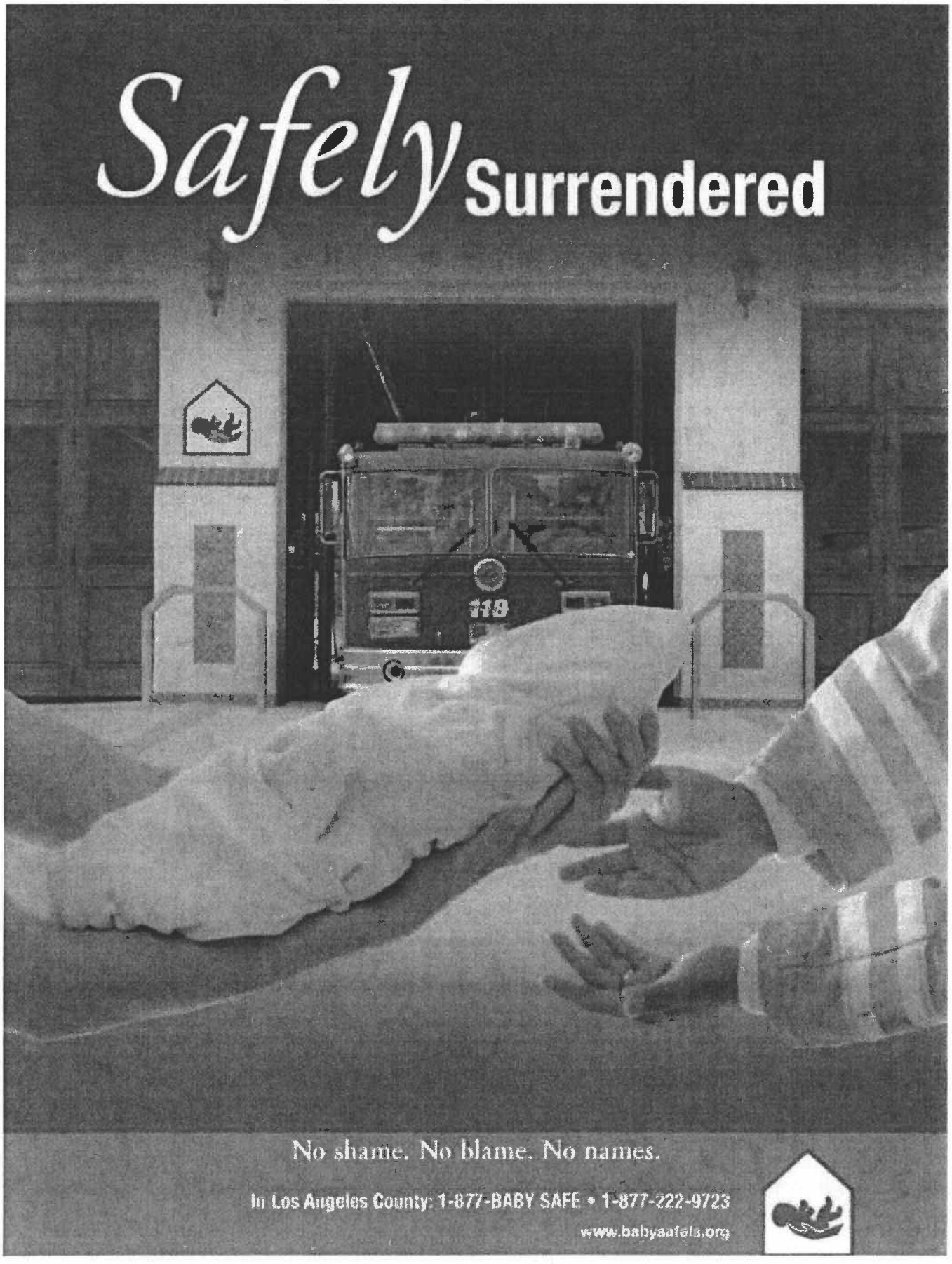
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"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



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

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

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

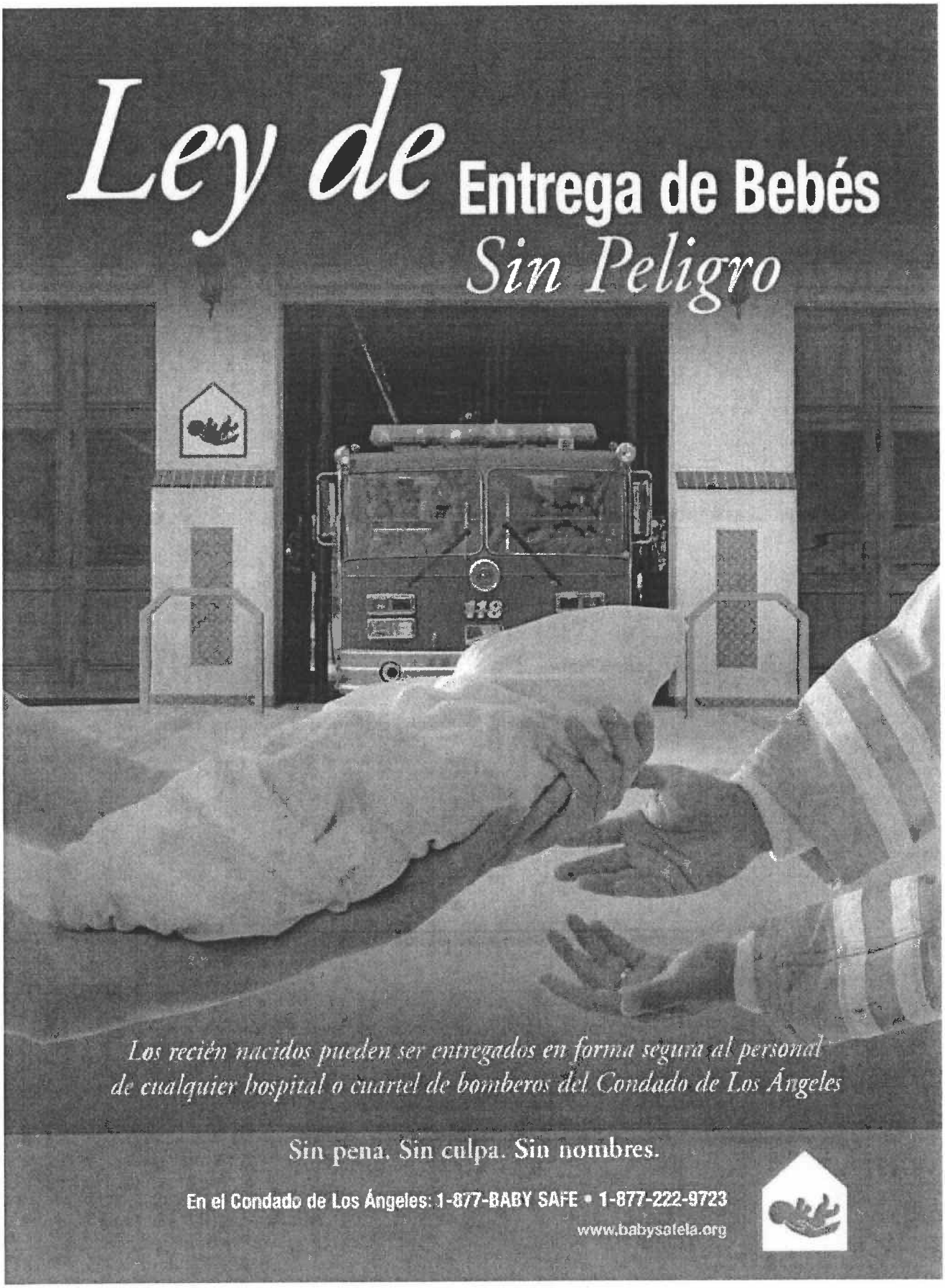
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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


Ley de Entrega de Bebés
Sin Peligro
118
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

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 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.