OFFICE OF THE SHERIFF
COUNTY OF LOS ANGELES
HALL OF JUSTICE
JIM MCDONNELL, SHERIFF
211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012
A Tradition of Service
Since 1850

February 02, 2016

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

Dear Supervisors:

APPROVE SOLE SOURCE CONTRACT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA TO PROVIDE THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT WITH LOS ANGELES SHERIFF RISK ASSESSMENT (LASRA) CONSULTING SERVICES (ALL DISTRICTS) (3 VOTES)

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( ) DISAPPROVE ( )

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is requesting authorization from the Board to execute a Sole Source Contract (Contract) with Regents of the University of California (Regents) on behalf of University of California, Irvine (UCI) to provide and implement a Los Angeles Sheriff Risk Assessment (LASRA) tool to assist the Department's Population Management Bureau in classifying and identifying inmates for community placement.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to authorize the Sheriff to finalize and execute a Contract with Regents, substantially similar to the attached Contract, for an initial term of two years, with an option to extend for a six-month period, for a maximum Contract term not to exceed two years and six months, and a Maximum Contract Sum not to exceed $350,000 for the term of the Contract.

2. Delegate authority to the Sheriff, or his designee, to execute Change Notices and Amendments to the Contract in order to: (1) add or update standard County contract provisions as required by the

Board or the County's Chief Executive Office (CEO); (2) execute work order(s) for optional services utilizing pool dollars as authorized under the Contract and with prior concurrence of the Chief Information Office (CIO) and County Counsel; and (3) exercise the extension option if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to enter into a Contract with Regents to provide and implement a LASRA tool, which is based on the unique capabilities of UCI's California Static Risk Assessment (CSRA) tool. The CSRA tool was previously developed by UCI's Center for Evidence-Based Corrections for the State of California (State) Department of Corrections and Rehabilitation (CDCR) to classify the CDCR inmate population. The CSRA solution was built by UCI for CDCR over a 24-month period. The proposed project capitalizes on extensive academic research and program coding that would be costly and time consuming to replicate. Building on and modifying the existing source code for the CSRA tool will enable UCI to implement an automated risk assessment tool for the Department within a shorter period of time.

To build the LASRA tool, UCI will modify the CSRA solution to (1) capture County inmate demographics and criminal history; and (2) interface with the Department of Justice and the Department's Jail Information Management System. The LASRA tool will enhance the Department's existing classification methods by reducing the jail inmate population and efficiently identify inmates for community placement, thus helping to reduce inmate recidivism.

The Department's Inmate Reception Center is tasked with the classification of approximately 500 inmates entering the County jail each day. The Department's Education Based Incarceration Bureau and Community Transition Unit will use an inmate's risk score to determine if the inmate qualifies for community placement. The LASRA solution will help the Department relieve crowded jail conditions and mitigate the need for additional beds.

Implementation of Strategic Plan Goals

The services provided under this Contract support the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability, and Goal 2, Community Support and Responsiveness, by enabling the Department to utilize a tool, which has been previously validated to place inmates into appropriate community programs and reduce the jail inmate population.

FISCAL IMPACT/FINANCING

The maximum County obligation under the Contract is $350,000. The Maximum Contract Sum includes an allocation of pool dollars in the amount of $50,000 for optional services for any additional and necessary consulting or professional services, including training and knowledge transfer. This initiative will be 100 percent funded by the Inmate Welfare Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contract with Regents provides for consulting services for the development, implementation, and validation of the LASRA tool for the Department. Under its terms, UCI will retain ownership of all statistical data for purposes of publication or educational use in its capacity as an academic institution, and the County will retain all County data provided to UCI including any personal identifiable information. It also provides that UCI will grant a license to the County for the LASRA

tool including the software source code, which will enable the Department to maintain the tool as necessary to meet its needs following implementation. The Contract will become effective upon the Sheriff's execution of the Contract, and will continue for an initial term of two years, with a six-month extension at the Department's option.

As a result of the negotiations and UCI's status as a public entity, the Contract provides that the parties would mutually indemnify for liability arising from, or connected with, their respective performance of the Contract. Notwithstanding, UCI will not indemnify the County for claims and liabilities arising from the work of its subcontractors. Any approved subcontractors will be required to comply with the confidentiality provisions of the Contract, indemnify the County for claims and liabilities arising from their respective work related to the Contract, and provide proof of insurance at specified limits, while naming the County as an additional insured.

Additionally, since UCI is an academic institution and not a reseller of goods and services, the Contract provides that all work performed under the Contract, including development and implementation of the LASRA tool, will be delivered "as is" without any warranties. UCI policies prohibit them from indemnifying the County for intellectual property (IP) infringement claims arising out of the County's use of the LASRA tool. UCI did agree to warrant, to the best of its knowledge, its ownership of the LASRA tool and the right to grant the County the license to use the tool. The Department, after consultation with the CEO's Risk Management Branch, believes the benefits to be derived from the LASRA tool outweigh the potential risks of these provisions given (I) UCI's success with the State's CSRA solution, and (II) the contractual requirement that UCI develop, implement, validate, and deliver a LASRA tool that meets County specifications and functionality.

The remainder of the Contract contains all the latest Board-mandated provisions, including Time Off for voting, consideration of qualified County employees targeted for layoffs and GAIN/GROW participants for employment openings, and compliance with Jury Service Ordinance, Safely Surrendered Baby Law, and the Child Support Program.

The CEO's Risk Management Branch has reviewed the Contract and concurs with the provisions relating to insurance and indemnification.

The CIO recommends approval of the Contract (CIO analysis attached).

The Contract has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

On June 20, 2014, the Department submitted to the Board an advance notification of intent to enter into negotiations for a Contract with UCI. UCI is uniquely qualified to provide a statistically validated tool for the Department's use.

On October 3, 2014, the Department, in a subsequent letter, notified the Board that the Los Angeles County Probation Department (Probation) will also enter into negotiations with UCI to provide a Los Angeles Probation Risk Assessment (LAPRA) tool. Following approval of the Contract by the Board, Probation will commence negotiations with Regents and UCI for the LAPRA tool. Probation will subsequently present to the Board a separate contract for the LAPRA tool, similar to the proposed Contract for the LASRA tool.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Contract will allow the Department to reduce the inmate population by efficiently placing inmates into appropriate community programs.

CONCLUSION

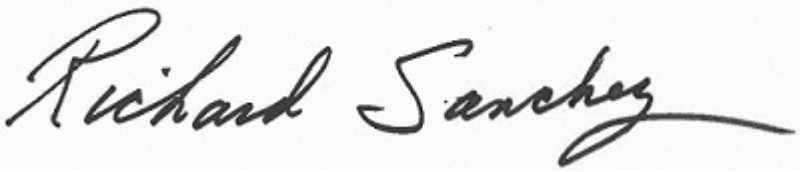
Upon approval by the Board, please return two adopted copies of this Board letter to the Department's Contracts Unit.

Should additional information be required, your staff may contact Contracts Manager, Angelo Faiella, at (213) 229-3259.

Sincerely,

JIM McDONNELL
Sheriff

Reviewed by:



RICHARD SANCHEZ
Chief Information Officer

JM:AF:CA:ca
Enclosures

Attachment

RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Office of the CIO

CIO Analysis

NUMBER:	DATE:
CA 16-02	1/14/2016

SUBJECT:

APPROVE SOLE SOURCE CONTRACT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA TO PROVIDE THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT WITH LOS ANGELES SHERIFF RISK ASSESSMENT (LASRA) CONSULTING SERVICES

RECOMMENDATION:

☒ Approve ☐ Approve with Modification ☐ Disapprove

CONTRACT TYPE:

☒ New Contract ☐ Sole Source
☐ Amendment to Contract #: ☐ Other: Describe contract type.

CONTRACT COMPONENTS:

☒ Software ☒ Hardware
☐ Telecommunications ☐ Professional Services

SUMMARY:

Department Executive Sponsor: Sheriff Jim McDonnell

Description: The Los Angeles County Sheriff's Department is requesting authorization from the Board to execute a Sole Source Contract (Contract) with the Regents of the University of California on behalf of University of California, Irvine (UCI) to provide and implement a Los Angeles Sheriff Risk Assessment (LASRA) tool to assist the Department's Population Management Bureau efforts in classifying and identifying inmates for community placement.

Contract Amount: $350,000 Funding Source: Inmate Welfare Fund

☐ Legislative or Regulatory Mandate ☒ Subvened: 100% - No net County costs

Strategic and Business Analysis

PROJECT GOALS AND OBJECTIVES:

Under this Contract the County will receive consulting services for the development, implementation, and validation of the LASRA risk assessment tool for the Department. UCI's California Static Risk Assessment (CSRA) tool was previously developed by UCI's Center for Evidence-Based Corrections for the State of California Department of Corrections and Rehabilitation (CDCR) to classify the CDCR inmate population. Advanced notification of intent to enter into contract negotiations was sent to the Board on June 20, 2014.

BUSINESS DRIVERS:

The nature and scope of the problems facing the Sheriff Department's Custody Bureau have grown due to new legislative requirements combined with a downturn in the economy and have stressed the system to the limit. The legal and operational challenges of chronic and acutely overcrowded County jails has raised concerns within the County government about the most effective use of its custody resources and to enhance public safety. Critical to the challenge faced by the Department is the need to implement a proven method for evaluating the risks of releasing inmates without compromising community safety, while assuring that

	inmates attend court appearances and comply with appropriate supervision requirements during their release. The customized automated LASRA Tool will enable the Sheriff Department to triage County inmates into Inmate Risk Levels based on their probability of recidivism. Inmate Risk Assessment Scoring will be calculated based on regression analysis of inmate metrics such as criminal convictions, age at release, gender, etc.
	PROJECT ORGANIZATION: The Sheriff's Custody Division is driving this project programmatically. The project has a dedicated Sargent and an Information Technology Manager III, assigned as the project Manager who will be managing the project to ensure deliverables have been completed and tested on time and ensure a successful implementation.
	PERFORMANCE METRICS: The contract includes fixed price deliverables with optional services. The source code will be provided to the County. UCI will support the County in maintaining the LASRA Tool in production environment for 60 days following LASRA tool Go-Live, before the LASRA tool can achieve Final Acceptance by County. The Sheriff Department IT staff will assume the application support and maintenance roll after warranty period.
	STRATEGIC AND BUSINESS ALIGNMENT: The advanced notification of intent to enter into contract negotiations with UCI was sent on June 20, 2014. LASRA will provide valuable and timely information to assist in making consistent judgments on inmate recidivism adopting decisions based on a policy-driven approach, identifying needs in custodial and non-custodial settings. LASRA will assist the Department to determine levels of supervision, staffing requirements, and program needs. UCI is the only vendor that can provide those services.
	PROJECT APPROACH: UCI is the sole provider of consulting and application development services for its proprietary application. UCI will develop a detailed Project Plan to define how LASRA will be implemented, addressing the requirements, resources, and estimated timeline to execute the Tasks and Deliverables. UCI will customize, develop and deliver the assessment tool. UCI will also provide knowledge transfer, training, documentation, and optional services.
	ALTERNATIVES ANALYZED: There are no commercially available tools to address the unique requirements and concerns of the newly formed Board Office of Diversion Programs. The UCI assessment tool was developed by UCI for the CDCR inmate population. LASRA will enhance the Department's Jail Information Classification System, enabling the Department to identify inmates for community placement, which is based on the unique capabilities of UCI's CSRA.
Technical Analysis	ANALYSIS OF PROPOSED IT SOLUTION: The technology being deployed by UCI is consistent with the industry standards and the County CIO initiatives. The application uses Statistical Analysis System (SAS) data analytics tool. UCI will modify their tool by adapting its model to capture

	County inmate demographics and criminal history and electronic interface with the United States Department of Justice and the Department's Jail Information Management System (JIMS).
Financial Analysis	BUDGET: **Contract costs:** Customization and Development: **$ 300,000** **Optional services** **$ 50,000** **Sub-total Contract Costs:** **$ 350,000** **Other County costs:** **One-time costs invested since 2014:** Hardware $ 8,514 SAS server license $ 18,845 **Sub-total one-time County costs:** $ 27,359 **Ongoing annual license maintained costs** $ 12,000 County staff (existing) $ 42,000 ** ** Custody Assistant (20%) $ 12,000 Sr. Information System Analyst (20%) $ 15,000 Lieutenant Sheriff (10%) $ 15,000
Risk Analysis	RISK MITIGATION: The Chief Information Security Officer (CISO) reviewed the Contract and did not identify any IT security or privacy related issues.
CIO Approval	PREPARED BY: Fred Nazarbegian Fred Nazarbegian, Sr. Associate CIO — 1-20-16 Date
	APPROVED: Richard Sanchez Richard Sanchez, County Chief Information Officer — 1-20-16 Date

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at http://ciointranet.lacounty.gov/

CONTRACT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, IRVINE
FOR
LOS ANGELES SHERIFF RISK ASSESSMENT
(LASRA) CONSULTING SERVICES

DECEMBER 2015

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EXHIBIT E Contractor's EEO Certification

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EXHIBIT G Contractor's Administration

EXHIBIT H RAND Corporation Subcontract

EXHIBIT I Jury Service Ordinance

EXHIBIT J Contractor Employee Jury Service Program Certification Form and Application for Exception

EXHIBIT K Safely Surrendered Baby Law

EXHIBIT L Defaulted Property Tax Reduction Program Ordinance

EXHIBIT M Certification of Compliance with county's Defaulted Property Tax Reduction Program Ordinance

EXHIBIT N Attestations of Willingness to Consider Gain/Grow Participants

EXHIBIT O Certification of No Conflict of Interest

EXHIBIT P Familiarity with the County Lobbyist Ordinance Certification

EXHIBIT Q IRS Notice 1015

EXHIBIT R Invoice Discrepancy Report

EXHIBIT S Contract Discrepancy Report

EXHIBIT T Final Acceptance Certificate

EXHIBIT U Task/Deliverable Approval Certificate

EXHIBIT V Application for Access To Custody Facilities

CONTRACT
BETWEEN
COUNTY OF LOS ANGELES
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, IRVINE
FOR
LASRA CONSULTING SERVICES

This Contract, including all Exhibits and Attachments, is made and entered into this _____ day of _____, 2016 by and between the County of Los Angeles (hereinafter "County") on behalf of its Sheriff's Department (hereinafter "Department" or "LASD") and the Regents of the University of California, a corporation created by Article IX of the California Constitution ("The Regents"), on behalf of the University of California, Irvine (hereinafter "Contractor" or "UCI"), located at 5171 California Avenue, Suite 150, Irvine California 92697-7600.

RECITALS

WHEREAS, County may contract for consulting services (hereinafter "Services") to provide an inmate risk assessment tool (hereinafter "LASRA Tool" or "Tool") when certain requirements are met; and

WHEREAS, Contractor possesses the necessary skills, qualifications, competence, license and expertise and, therefore, is qualified to perform such Services; and

WHEREAS, County does not have the requisite technical staff with the specific skills and expertise necessary to perform the Services; and

WHEREAS, County is authorized by the California Government Code, Section 31000 to contract for special services, including the Services described herein.

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

1. INTERPRETATION

1.1 APPLICABLE DOCUMENTS

The body of this document (hereinafter "Base Contract"), including without limitation the Recitals hereto along with Exhibits A through V, and all Attachments thereto, attached hereto, are all incorporated herein by reference and collectively form and throughout and hereinafter are referred to as the "Contract". In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service or other work, or otherwise between this base Contract and the Exhibits and Attachments thereto, or between Exhibits and Attachments, such conflict or inconsistency shall be resolved by giving precedence first to this Base Contract and then to the Exhibits and Attachments according to the following descending priority.

EXHIBIT A Statement of Work

EXHIBIT B Pricing Schedule

EXHIBIT C	Project Schedule
EXHIBIT D	Information Security and Privacy Requirements
EXHIBIT E	Contractor's EEO Certification
EXHIBIT F	County's Administration
EXHIBIT G	Contractor's Administration
EXHIBIT H	RAND Corporation Subcontract
EXHIBIT I	Jury Service Ordinance
EXHIBIT J	Contractor Employee Jury Service Program Certification Form and Application for Exception
EXHIBIT K	Safely Surrendered Baby Law
EXHIBIT L	Defaulted Property Tax Reduction Program Ordinance
EXHIBIT M	Certification of Compliance with county's Defaulted Property Tax Reduction Program Ordinance
EXHIBIT N	Attestations of Willingness to Consider Gain/Grow Participants
EXHIBIT O	Certification of No Conflict of Interest
EXHIBIT P	Familiarity with the County Lobbyist Ordinance Certification
EXHIBIT Q	IRS Notice 1015
EXHIBIT R	Invoice Discrepancy Report
EXHIBIT S	Contract Discrepancy Report
EXHIBIT T	Final Acceptance Certificate
EXHIBIT U	Task/Deliverable Approval Certificate
EXHIBIT V	Application for Access to Custody Facilities

1.2 ENTIRE CONTRACT

This Contract, including all Exhibits and Attachments thereto, constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of the Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8 (Change Notices and Amendments) and signed by both parties.

2. DEFINITIONS

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

2.1 BASE CONTRACT

As used herein, the term "Base Contract" shall have the meaning specified in the Recitals above.

2.2 BUSINESS DAY

As used herein, the term "Business Day" shall mean Monday through Friday, excluding County observed holidays.

2.3 BOARD OF SUPERVISORS; BOARD

As used herein, the terms "Board of Supervisors" and "Board" shall mean County's Board of Supervisors.

2.4 CONFIDENTIAL INFORMATION

As used herein, the term "Confidential Information" shall have the meaning specified in Paragraph 63.1 (Confidentiality).

2.5 CONTRACT

As used herein, the term "Contract" shall mean the agreement executed between County and Contractor consisting of the terms and conditions for the provision of the tasks, subtask, deliverables, goods, services and other work set forth herein, including Exhibit A (Statement of Work), as further defined in Paragraph 1.1 (Applicable Documents).

2.6 CONTRACT SUM

As used herein, the term "Contract Sum" shall have the meaning specified in Paragraph 5.1 under Paragraph 5 (Contract Sum).

2.7 CONTRACTOR; UCI

As used herein, the terms "Contractor" and "UCI" shall mean and refer to the University of California, Irvine that has entered into a Contract with County to perform the Services hereunder.

2.8 CONTRACTOR'S ADMINISTRATION

As used herein, the term "Contractor's Administration" shall have the meaning specified in Paragraph 7.1 (Contractor's Administration).

2.9 CONTRACTOR'S PROJECT MANAGER

As used herein, the term "Contractor's Project Manager" shall have the meaning specified in Paragraph 7.2 (Contractor's Project Manager).

2.10 COUNTY

As used herein, the term "County" shall mean the County of Los Angeles, California.

2.11 COUNTY MATERIALS

As used herein, the term "County Materials" shall have the meaning specified in Paragraph 67.1 (County Materials)

2.12 COUNTY'S ADMINISTRATION

As used herein, the term "County's Administration" shall have the meaning specified in Paragraph 6.1 (County's Administration)

2.13 COUNTY'S PROJECT DIRECTOR

As used herein, the term "County's Project Director" shall have the meaning specified in Paragraph 6.2 (County's Project Director).

2.14 COUNTY'S PROJECT MANAGER

As used herein, the term "County's Project Manager" shall have the meaning specified in Paragraph 6.3 (County's Project Manager).

2.15 CUT-POINT

As used herein, the term "Cut-Point" shall mean the delineation between two adjacent risk groups, as further described in Section 1.4 (Goals and Objectives) of Exhibit A (Statement of Work).

2.16 DAY(S)

As used herein, the term "day(s)", whether singular or plural, shall mean calendar day(s), unless otherwise specified.

2.17 DEFICIENCY; DEFICIENCIES

As used herein, the terms "Deficiency(ies)" and "deficiency(ies)", whether singular or plural, shall mean and include, as applicable, any malfunction, error or defect in the design, development, implementation, materials, workmanship and/or Services provided by Contractor under this Contract; any failure to meet or comply with, or deviation from, the requirements of this Contract, including the Statement of Work and/or any Work Order hereunder, mutually agreed upon standards, any Work Order or any other Services or work provided by Contractor hereunder.

2.18 DELIVERABLES(S)

As used herein, the terms "Deliverable(s)" and "deliverable(s)", whether singular or plural, shall mean the Services to be performed by Contractor under this Contract, including those set forth in Exhibit A (Statement of Work) and any applicable Work Order.

2.19 DEPARTMENT; LASD

As used herein, the terms "Department" and "LASD" shall mean County's Sheriff's Department, as further defined in the Recitals above.

2.20 DOJ

As used herein, the term "DOJ" shall mean and refer to the California Department of Justice, as further described in Section 1.3 (Scope) of Exhibit A (Statement of Work).

2.21 DRCR

As used herein, the term "DRCR" shall have the meaning specified in Subtask 2.2 (Provide Data Requirements Confirmation Report) of Exhibit A (Statement of Work).

2.22 EFFECTIVE DATE

As used herein, the term "Effective Date" shall mean the date of execution of this Contract by County and Contractor.

2.23 FINAL ACCEPTANCE

As used herein, the term "Final Acceptance" shall mean County's written approval in accordance with the terms of this Contract of Deliverable 10.0 (LASRA Tool Final Acceptance) of Exhibit A (Statement of Work) or any applicable Work Order.

2.24 FINAL ACCEPTANCE CERTIFICATE

As used herein, the term "Final Acceptance Certificate" shall mean the certificate issued by County to Contractor indicating County's Final Acceptance of the LASRA Tool.

2.25 FISCAL YEAR

As used herein, the term "Fiscal Year" shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.

2.26 FIXED HOURLY RATE

As used herein, the term "Fixed Hourly Rate" shall be the not-to-exceed blended hourly rate specified in Exhibit B (Pricing Schedule) based on which Contractor shall, upon County's request, provide any Optional Services under this Contract.

2.27 FIXED PRICE AMOUNT

As used herein, the term "Fixed Price Amount" shall be the not-to-exceed amount specified in Exhibit B (Pricing Schedule) for the provision by Contractor to County of Required Services under the Contract in accordance with Exhibit A (Statement of Work) pursuant to Tasks 1.0 through 10.0.

2.28 GO-LIVE

As used herein, the term "Go-Live" shall mean and refer to the live operation of the Tool in the production environment, as further specified in Task 7.0 (Achieve LASRA Tool Go-Live) of Exhibit A (Statement of Work).

2.29 ITL

As used herein, the term "ITL" shall have the meaning specified in Subtask 1.1 (Develop Project Plan and Project Control Document) of Exhibit A (Statement of Work).

2.30 LASRA

As used herein, the term "LASRA" shall mean and refer to the Los Angeles County Sheriff Risk Assessment.

2.31 LASRA CONSULTING SERVICES

As used herein, the term "LASRA Consulting Services" shall have the same meaning as "Services".

2.32 LWP

As used herein, the term "LWP shall have the meaning specified in Task 4.0 (LASRA Tool Working Paper (LWP)) of Exhibit A (Statement of Work).

2.33 MAXIMUM FIXED PRICE

As used herein, the term "Maximum Fixed Price" shall mean a not-to-exceed amount to be paid by County to Contractor for Optional Services provided by Contractor pursuant to an agreed upon Work Order.

2.34 OPTIONAL SERVICES

As used herein, the term "Optional Services" shall mean and refer to any consulting or professional services, including training and knowledge transfer, that may be provided by

Contractor to County upon County's request and approval in accordance with the terms of this Contract pursuant to an agreed upon Work Order.

2.35 POOL DOLLARS

As used herein, the term "Pool Dollars" shall mean the amount allocated under this Contract for the Provision by Contractor for Optional Work, including Application Modifications, Professional Services and Additional Products, approved by County in accordance with the term of this Contract.

2.36 PRICING SCHEDULE

As used herein, the term "Pricing Schedule" shall mean the pricing terms relating to this Contract as specified in Exhibit B (Pricing Schedule).

2.37 PROJECT

As used herein, the term "Project" shall mean and refer to any and all services relating to the LASRA Tool provided by Contractor during the term of, and pursuant to, this Contract, as described herein including Exhibit A (Statement of Work).

2.38 PROJECT CONTROL DOCUMENT; PCD

As used herein, the terms "Project Control Document" and "PCD" shall have the meaning specified in Deliverable 1.0 (Project Planning and Management) of Exhibit A (Statement of Work).

2.39 PROJECT PLAN

As used herein, the term "Project Plan" shall mean a plan for the Project provided by Contractor in accordance with Subtask 1.1 (Develop Project Plan and Project Control Document) of Exhibit A (Statement of Work) or for any other Services provided by Contractor to County under this Contract, including pursuant to an agreed upon Work Order.

2.40 PROJECT SCHEDULE

As used herein, the term "Project Schedule" shall mean and refer to the Project timeline set forth in Exhibit C (Project Schedule).

2.41 REQUIRED SERVICES

As used herein, the term "Required Services" shall mean the services relating to the LASRA Tool that are required to be provided by Contractor during the term of, and pursuant to, this Contract, including software development, implementation, configuration and testing, as further described in Exhibit A (Statement of Work).

2.42 SERVICES

As used herein, the term "Services" shall mean and refer to all work and services provided by Contractor under the Contract, including Required Services and Optional Services.

2.43 SHERIFF

As used herein, the term "Sheriff" shall mean the elected official who is the Sheriff of the County of Los Angeles.

2.44 SOURCE CODE

As used herein, the term "Source Code" shall mean the source code for the LASRA Tool and any other software, developed for and licensed by Contractor to County under this Contract, together with all documentation, specifications and other proprietary information related to such source code.

2.45 STATE

As used herein, the term "State" shall mean the State of California, USA.

2.46 STATEMENT OF WORK; SOW

As used herein, the terms "Statement of Work" and "SOW" shall mean and refer to the tasks, subtasks, deliverables, goods, services and other work set forth in Exhibit A (Statement of Work), including any Attachments or Schedules thereto, or otherwise provided by Contractor to County under the terms of the Contract.

2.47 SRA

As used herein, the term "SRA" shall have the meaning specified in Section 1.3 (Scope) of Exhibit A (Statement of Work).

2.48 STATIC VARIABLES

As used herein, the term "Static Variable(s)", whether singular or plural, shall have the meaning specified in Section 1.4 (Goals and Objectives) of Exhibit A (Statement of Work).

2.49 TASK(S)

As used herein, the terms "Task(s)" and "task(s)", whether singular or plural, shall mean any of the areas of Services to be performed by Contractor under this Contract, including those set forth in Exhibit A (Statement of Work) and any applicable Work Order.

2.50 THE REGENTS

As used herein, the term "The Regents" shall mean have the meaning specified in the Recitals.

2.51 THIRD PARTY SOFTWARE

As used herein, the term "Third Party Software" shall mean and refer to any software owned by third parties that may be provided by Contractor to County as part of the LASRA Tool or any other software licensed hereunder.

2.52 TOOL; LASRA TOOL

As used herein, the terms "Tool" and "LASRA" Tool shall mean and refer to a scientifically validated tool for predicting the probabilities of inmate recidivism based on criminal history, that is developed, configured, implemented and otherwise provided by Contractor to County under this Contract.

2.53 WARRANTY PERIOD

As used herein, the term "Warranty Period" shall have the meaning specified in Paragraph 64.1 (Warranty Period).

2.54 WEIGHING FACTORS

As used herein, the term "Weighing Factor(s)", whether singular or plural, shall have the meaning specified in Section 1.4 (Goals and Objectives) of Exhibit A (Statement of Work).

2.55 WORK ORDER

As used herein, the term "Work Order" shall mean the agreed upon terms of any component of agreed upon Optional Services that may be provided by Contractor to County pursuant to this Contract.

3. WORK

3.1 Pursuant to the provisions of this Contract, upon County's notice to proceed, Contractor shall fully perform, complete and deliver on time and in accordance with the terms of the Contract, all tasks, subtasks, deliverables, goods, services and other work as set forth herein, including Exhibit A (Statement of Work), any applicable Work Order and any other Services authorized by County's Project Director or designee to be performed by Contractor.

3.2 If Contractor provides any tasks, subtasks, deliverables, goods, services or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.

3.3 Upon completion by Contractor and approval by County of the Required Services set forth in Exhibit A (Statement of Work), County will, if necessary, update the Deliverable dates in Exhibit C (Project Schedule) accordingly.

4. TERM OF CONTRACT

4.1 The term of this Contract shall commence upon the Effective Date and shall continue for two (2) years thereafter, unless sooner terminated, in whole or in part, as provided in this Contract.

4.2 At the end of the Initial Term, County may, at its sole option, extend the term of this Contract for up to one (1) additional six-month period (hereinafter "Extended Term") in any one-month increment for a maximum total Contract term not to exceed two (2) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Sheriff, as authorized by the County's Board of Supervisors in accordance with Paragraph 8 (Change Orders and Amendments) of this Contract.

4.3 As used throughout this Contract, the word "term" when referring to the term of the Contract shall include the Initial Term and the Extended Term, to the extent County exercises any of its extension options pursuant to this Subparagraph 4.2.

4.4 Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County's Project Director, with a copy to County's Project Manager, at the address set forth in Exhibit F (County's Administration).

4.5 County maintains databases that track/monitor Contractor's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Contract term extension option, if any.

5. CONTRACT SUM

5.1 The Contract Sum under this Contract shall be the maximum total monetary amount payable by County to Contractor for supplying all tasks, subtasks, deliverables, goods, services and other Services provided by Contractor during the term of the Contract and shall not exceed Three Hundred Fifty Thousand Dollars ($350,000.00), as further detailed in Exhibit B (Pricing Schedule). The Contract Sum under this Contract shall provide for authorized payments for any and all Required Services provided by Contractor under the Contract as well as Pool Dollars

allocated for the term of the Contract for any Optional Services. There is no guarantee that the entire Contract Sum amount shall be paid to Contractor under the Contract.

5.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written consent witnessed by a written Amendment to the Contract, which is formally approved and executed by the parties.

5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum, including the Pool Dollars expenditures, authorized for this Contract. Upon occurrence of this event, Contractor shall send written notification to County's Project Director, with a copy to County's Project Manager, at the address set forth in Exhibit F (County's Administration).

5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/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 after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 INVOICES AND PAYMENTS

5.5.1 Contractor shall invoice County only for providing the tasks, subtasks, deliverables, goods, services and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder, including any applicable Work Order. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Contractor's payments shall be as provided in Exhibit B (Pricing Schedule). Unless otherwise agreed to in a Work Order, Contractor shall be paid in arrears only for the tasks, subtasks, deliverables, goods, services and other work approved and accepted in writing by County. If County does not approve and accept any work in writing, no payment shall be due to Contractor for that work.

5.5.2 Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule) and shall contain the information set forth in Exhibit A (Statement of Work) or any applicable Work Order describing the tasks, subtasks, deliverables, goods, services, and/or other work for which payment is claimed. Contractor's fees for the Services provided hereunder shall not increase the amounts specified in Exhibit B (Pricing Schedule) during the term of the Contract.

5.5.3 Contractor shall submit all invoices to County's Project Director, with a copy to the Department's Fiscal Administration, Accounts Payable, within Sixty(60) calendar days following County's approval and acceptance of the Services invoiced at the addresses set forth in Exhibit F (County's Administration). The invoices shall be in a form approved by County's Project Director and shall meet the following requirements:

(a) Invoices must contain the Contract Number.

(b) Invoices must contain the Contractor's Name, address and phone number.

(c) Invoices must include the number(s) and description of the Deliverable(s) and/or Work Order being invoiced with a copy of Exhibit U (Task/Deliverable Approval Certificate).

(d) Invoices must provide a detailed description of services, including all applicable supporting documentation

(e) Invoices must be submitted to County's Project Director, with a copy to the Department's Fiscal Administration, Accounts Payable.

(f) Upon approval by County's Project Director or his/her designee, payments will be processed by County in a timely manner.

5.5.4 Payments for the Services provided under this Contract will be processed monthly in arrears within thirty (30) days following receipt by all necessary County personnel identified above, provided that Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due, along with applicable supporting documentation.

Payment may be subject to deduction for failure to meet performance standards as defined in the Contract, the Statement of Work and/or any applicable Work Order.

5.5.5 County may delay the last payment due until one (1) month after the termination of the Contract. Contractor shall be liable for payment on thirty (30) days written notice of any offset authorized by the Contract not deducted from any payment made by County to Contractor.

5.6 COUNTY APPROVAL OF INVOICES

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

6. ADMINISTRATION OF CONTRACT – COUNTY

6.1 COUNTY'S ADMINISTRATION

A listing of all County personnel responsible for the administration of this Contract on behalf of County (hereinafter "County's Administration"), as referenced in this Paragraph 6 below, is set forth in Exhibit F (County's Administration). No member of County's Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8 (Change Notices and Amendments). Unless otherwise specified, reference to each of the persons identified in Exhibit F (County's Administration) shall also include his/her designee. County shall notify Contractor in writing of any change in the names or addresses shown.

6.2 COUNTY'S PROJECT DIRECTOR

County's Project Director will be responsible for ensuring that the objectives of this Contract are met. County's Project Director will have the right at all times to inspect any and all tasks, subtasks, deliverables, goods and other Services provided by or on behalf of Contractor. All work performed under this Contract shall be subject to the approval by County's Project Director or designee.

6.3 COUNTY'S PROJECT MANAGER

County's Project Manager will be responsible for ensuring that the technical, business and operation standards and requirements of this Contract are met and overseeing the day-to-day administration of this Contract. County's Project Manager shall have full authority to supervise Contractor's performance in the daily operation of this Contract and shall also provide direction to Contractor in areas relating to policy, procedures and other matters within the purview of this Contract. County's Project Manager will on a regular basis interface with Contractor's Project Manager. County's Project Manager will report to County's Project Director regarding Contractor's performance with respect to the technical, business and operational standards and requirements of this Contract.

6.4 APPROVAL OF WORK

All Services provided by Contractor under this Contract must have the written approval of County's Projector or designee. In no event shall County be liable or responsible for any payment prior to such written approval.

Notwithstanding the foregoing, the timelines of County's approval of Contractor's Services and Contractor's timeline for curing any Deficiencies in Contractor's Services described throughout this Contract, shall not revise the dates for completion of Services in the Project Plan.

Contractor's Services hereunder shall achieve Final Acceptance by County if and when County's Project Director or designee has approved, in writing, Deliverable 10.0 (LASRA Tool Final Acceptance) of Exhibit A (Statement of Work) or any Work Order, as applicable.

7. ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 CONTRACTOR'S ADMINISTRATION

A listing of all Contractor personnel responsible for the administration of this Contract on behalf of Contractor (hereinafter "Contractor's Administration"), as referenced in this Paragraph 6.4 below, is set forth in Exhibit G (Contractor's Administration). No member of Contractor's Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8 (Change Notices and Amendments). Contractor shall notify County in writing of any change in the names or addresses shown. All staff employed by and/or on behalf of Contractor to provide Services under the Contract shall be adults who are fully fluent in both spoken and written English.

7.2 CONTRACTOR'S PROJECT MANAGER

Contractor's Project Manager shall be a full-time employee of Contractor who shall be responsible for Contractor's performance of all Services under the Contract and ensuring Contractor's compliance with this Contract. Contractor's Project Manager shall interface with County's Project Manager and County's Project Director on a regular basis and shall be available during business hours acceptable to County for telephone contact and/or meetings as required by County and shall report to County in the manner set forth in this Contract, including Exhibit A (Statement of Work).

7.3 APPROVAL OF CONTRACTOR'S STAFF

Contractor shall provide qualified personnel to provide Services and other work under the Contract. County has the absolute right to approve or disapprove proposed changes in Contractor's Project Manager.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

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

7.4.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to Contractor nor to Contractor's staff any information obtained through County conducted background clearance.

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

7.4.4 Disqualification, if any, of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all Services and other work in accordance with the terms and conditions of this Contract.

7.5 CONTRACTOR'S STAFF IDENTIFICATION

Contractor shall, at its sole expense, furnish and require every on-duty employee providing any Services under this Contract at a County facility to wear a visible photo identification badge identifying employee by name, physical description and company. Such badge shall display on employee's person at all times he/she is on County designated property.

8. CHANGE NOTICES AND AMENDMENTS

8.1 No representative of either County or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations or conditions of this Contract, except through the procedures set forth in this Paragraph 8. County reserves the right to change any portion of the work required under this Contract or to amend such other terms and conditions, if it becomes necessary. Any such revisions shall be accomplished only as provided in this Paragraph 8.

8.2 For any change which does not materially affect the scope of work, period of performance, price, or any other term or condition included under this Contract, a Change Notice shall be prepared and executed in writing by County's Project Director or designee and Contractor's Project Manager. Consistent with the foregoing, County's Project Director or designee is specifically authorized to execute Change Notices to update Exhibit C (Project Schedule) following completion of Required Services by Contractor.

8.3 The County's Board of Supervisors, Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by Contractor's authorized representative(s) and the Sheriff.

8.4 Except as otherwise provided in this Contract, for any change which materially affects the scope of work, period of performance, price, or any term or condition included in this Contract, a negotiated Amendment to this Contract shall be executed in writing by County's Board of Supervisors and Contractor's authorized representative(s).

8.5 Notwithstanding Paragraph 8.4 above, for (1) any extended term option pursuant to Paragraph 4.2 above, or (2) modifications pursuant to Paragraph 9 (Assignment and Delegation) of this Base Contract, an Amendment to this Base Contract shall be prepared and executed in writing by Contractor and Sheriff.

9. ASSIGNMENT AND DELEGATION

9.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 9.1, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

9.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in the form of an Amendment in accordance with applicable provisions of this Contract, including the need for an Amendment.

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

9.4 For any change affecting Contractor's Administration or Contractor's Project Manager, Contractor shall submit to County Project Director, with a copy to County's Project Manager, written notification and request to effect the requested change. County's Project Director or designee may accept or reject such notification and request.

10. ASSIGNMENT BY COUNTY

This Contract may be assigned in whole or in part by County, without the further consent of Contractor, to a party which is not a competitor of Contractor and which agrees in writing to perform County's obligations under this Contract.

11. AUTHORIZATION WARRANTY

Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition

and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

12. BUDGET REDUCTIONS

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

13. COMPLIANCE WITH APPLICABLE LAW

13.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

13.2 Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. 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.

14. COMPLIANCE WITH CIVIL RIGHTS LAWS

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

15. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

15.1 JURY SERVICE PROGRAM

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

15.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

15.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its

Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

15.2.2 For purposes of this Paragraph 15, "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: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph 15. The provisions of this Paragraph 15 shall be inserted into any such subcontract agreement, and a copy of the Jury Service Program shall be attached to the agreement.

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

15.2.4 Contractor's violation of this Paragraph 15 of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

16. CONFLICT OF INTEREST

16.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of 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.

16.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect during the term of this Contract. Contractor represents that to the best of its knowledge it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description

of all relevant circumstances. Failure to comply with the provisions of this Paragraph 16 shall be a material breach of this Contract.

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

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

18. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

18.1 Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program 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. Contractor shall report all job openings wit job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

19. CONTRACTOR RESPONSIBILITY AND DEBARMENT

19.1 RESPONSIBLE CONTRACTOR

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

19.2 CHAPTER 2.202 OF THE COUNTY CODE

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

19.3 NON-RESPONSIBLE CONTRACTOR

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 with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

19.4 CONTRACTOR HEARING BOARD

19.4.1 If there is evidence that Contractor may be subject to debarment, County 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.

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

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

19.4.4 If 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: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.

19.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) Contractor has been debarred for a period longer than five (5) years; (ii) the debarment has been in effect for at least five (5) years; and (iii) 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.

19.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board 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.

19.5 SUBCONTRACTORS OF CONTRACTOR

These terms of this Paragraph 19 shall also apply to subcontractors of County contractors.

20. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

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

21.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contract 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.

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

22. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

23. COUNTY'S QUALITY ASSURANCE PLAN

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

24. DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

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

24.2 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.

25. EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

26. FACSIMILE REPRESENTATIONS

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Change Notices prepared pursuant to Paragraph 8 (Change Notices and Amendments) and elsewhere in the Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Change Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

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

28. FORCE MAJEURE

28.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described

above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph 28 as "force majeure events").

28.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 28, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

29. GOVERNING LAW, JURISDICTION AND VENUE

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

30. INDEPENDENT CONTRACTOR STATUS

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

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

30.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

30.4 Contractor shall adhere to the provisions stated in Paragraph 63 (Confidentiality and Security).

31. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected with Contractor's performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents, or employees.

County shall indemnify, defend and hold harmless Contractor its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected with County's performance of this Contract, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, agents, or employees.

Any legal defense pursuant to the indemnification obligations under this Paragraph 31 shall be performed by counsel selected by the party providing indemnification. Notwithstanding the preceding sentence, either party shall have the right to participate in any such defense at its sole cost and expense.

Notwithstanding the foregoing, Contractor agrees and shall ensure that any entity hired by Contractor to provide Services under this Contract, including any subcontractor, shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

32. INSURANCE

32.1 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 32, including Paragraph 32.4 (Insurance Coverage Requirements), of this Base Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

32.2 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY

32.2.1 A certificate(s) of insurance coverage (Certificate) satisfactory to County and a copy of an Additional Insured endorsement under Contractor's self-insurance program that County and its Agents (defined below) have been given Additional Insured status under Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

32.2.2 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Contract. Certificates shall provide the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

32.2.3 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to County's Project Director, with a copy to County's Project Manager, at the address set forth in Exhibit F (County's Administration).

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

32.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

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

32.3.1 CANCELLATION OF OR CHANGES IN INSURANCE

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

32.3.2 FAILURE TO MAINTAIN INSURANCE

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

32.3.3 INSURER FINANCIAL RATINGS

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

32.3.4 CONTRACTOR'S INSURANCE SHALL BE PRIMARY

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County

maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

32.3.5 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

Contractor shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name County and Contractor as additional insureds on the subcontractor's General Liability policy. In addition, any subcontractor hired by Contractor to provide Services hereunder shall provide waivers of subrogation in favor of Contractor and County. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

32.3.6 CLAIMS MADE COVERAGE

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

32.3.7 APPLICATION OF EXCESS LIABILITY COVERAGE

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

32.3.8 SEPARATION OF INSUREDS

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

32.3.9 ALTERNATIVE RISK FINANCING PROGRAMS

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

32.3.10 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

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

32.4 INSURANCE COVERAGE REQUIREMENTS

32.4.1 GENERAL LIABILITY

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

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

Each Occurrence: $1 million

32.4.2 AUTOMOBILE LIABILITY

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

32.4.3 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

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

32.4.4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

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

33. LIQUIDATED DAMAGES

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

33.2 If the Sheriff, or designee, determines that there are deficiencies in the performance of this Contract that the Sheriff, or designee, deems are correctable by Contractor over a certain time span, the Sheriff, or designee, 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 Sheriff, or designee, may:

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

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

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

33.3 The action noted in Paragraph 33.2 above shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.

33.4 This Paragraph 33 shall not, in any manner, restrict or limit County's right to damages for any breach of this Contract provided by law or as specified in Paragraph 33.2 above or otherwise in this Contract and shall not, in any manner, restrict or limit County's right to terminate this Contract as agreed to herein.

34. STANDARD OF SERVICES

Contractor's Services performed under this Contract shall conform to professional standards as they exist in Contractor's profession or field of practice. If Contractor's Services provided under this Contract fail to conform to such professional standards, upon notice from County specifying the failure of performance, Contractor shall, at Contractor's sole expense, re-perform such Services. Contractor shall, at its own expense, correct any data in which (and to extent that) errors have been caused by Contractor or by any tools introduced by Contractor into County's system for the purpose of performing Services hereunder.

35. NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

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

35.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

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

36. NON-EXCLUSIVITY

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

37. NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five (5) Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

38. NOTICE OF DISPUTES

Contractor shall bring to the attention of County's Project Director and County's Project Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If County's Project Director, with assistance from County's Project Manager, is not able to resolve the dispute, the Sheriff or designee shall resolve it.

39. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

40. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

41. NOTICES

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

The notices and envelopes containing same to County shall be addressed to the applicable parties as identified in Exhibit F (County's Administration).

The notices and envelopes containing same to Contractor shall be addressed to the applicable parties as identified in Exhibit G (Contractor's Administration).

Addresses may be changed by either party giving ten (10) day's prior written notice thereof to the other. The Sheriff's designee shall have the authority to issue all notices or demands required or permitted by County under this Contract.

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

42. PUBLIC RECORDS ACT

Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 44 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as any documents which were required to be submitted in response to a Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements that meet the exceptions set forth in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential" or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

42.1 In the event County is required to defend an action on a Public Records Act due to Contractor's demand for nondisclosure as set forth in this Paragraph, Contractor agrees to defend and indemnify County for all costs and expenses of such action, including reasonable attorney's fees, where Contractor shall have the right to control the litigation, including, without limitation, the right to select counsel.

43. PUBLICITY

Contractor shall not publish or otherwise disclose any materials or information relating to or any circumstances or events that occur during the performance of this Contract to any person or entity except as may be otherwise provided herein or required by law. 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, to the extent allowed by law or such order, promptly notify County's 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.

However, in recognizing Contractor's need to publish or otherwise release for educational purposes certain information, County shall not inhibit Contractor from doing so under the following conditions:

(1) None of so-published or released materials or information shall contain any of County's Confidential Information, including County Materials.

(2) Contractor shall develop all so-published or released materials or information in a

professional manner.

(3) During the term of this Contract, Contractor shall not, and shall not authorize any third party to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of County without the prior written consent of County's Project Director for each such item.

Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 43 shall apply.

44. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

44.1 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

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

44.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either (a) repaid by Contractor to County by cash payment upon demand or (b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

45. RECYCLED BOND PAPER

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

46. SUBCONTRACTING

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

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

(a) A description of the work to be performed by the subcontractor;

(b) A draft copy of the proposed subcontract; and

(c) Other pertinent information and/or certifications requested by County.

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

46.4 County's consent to subcontract shall not waive County's right to prior and continuing approval of Contractor's Project Manager under this Contract. Contractor is responsible to notify its subcontractors of this County right.

46.5 County's Project Director is authorized to act for and on behalf of County with respect to approval of any subcontract. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for its files.

46.6 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

46.7 Contractor shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the required insurance provisions set forth in this Contract.

47. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 21 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Paragraph 50 (Termination for Default) and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

48. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 22 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction

Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

49. TERMINATION FOR CONVENIENCE

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

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

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

49.3 After receipt of the Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than two (2) months from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine, on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

49.4 Subject to the provisions of Paragraphs 49.1 and 49.2 above, County and Contractor shall negotiate an equitable amount to be paid to Contractor by reason of the total or partial termination of work pursuant to this Paragraph 49. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. County shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

49.5 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Paragraph 44 (Record Retention and Inspection/Audit Settlement).

50. TERMINATION FOR DEFAULT

50.1 County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County:

(a) Contractor fails to perform or comply with the requirements of the Statement of Work or any Work Order or materially breaches this Contract; or

(b) Contractor fails to timely provide and/or satisfactorily perform any task, subtask, deliverable, goods, service or other work within the times specified in this Contract, including the Implementation Plan; or

(c) Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business Days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure;

and, unless a shorter cure period is expressly provided in this Contract, does not cure such failure or fails to correct such material breach within thirty (30) days (or such longer period as County may authorize in writing) of receipt of written notice from County specifying such failure or breach, except that Contractor shall not be entitled to any cure period, and County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

50.2 If, after County has given notice of termination under the provisions of this Paragraph 50, it is determined by County that Contractor was not in default under the provisions of this Paragraph 50, or that the default was excusable under the provisions of Paragraph 49 (Termination for Convenience), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 49 (Termination for Convenience).

50.3 The rights and remedies of County provided in this Paragraph 50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

51. TERMINATION FOR IMPROPER CONSIDERATION

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

51.2 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.

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

52. TERMINATION FOR INSOLVENCY

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

- Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor; or
- The execution by Contractor of a general assignment for the benefit of creditors.

52.2 The rights and remedies of County provided in this Paragraph 52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

53. TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

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

54. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

55. EFFECT OF TERMINATION

In the event County terminates this Contract in whole or in part as provided herein, then:

1. Contractor shall promptly return to County any and all of County's Confidential Information and the County Materials that relate to that portion of the Contract and work terminated by County; and
2. Contractor shall transfer and deliver to County all completed work and work in progress, in a media reasonably requested by County; and
3. County shall have the possession and access to the source code of any software or programs developed or modified as a result of providing Services hereunder; and
4. County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services, and other work, similar to those so terminated;
5. Contractor and County shall continue the performance of this Contract to the extent not terminated; and
6. Contractor understands and agrees that County has obligations that it cannot satisfy without use of the Tool or an equivalent solution, and that a failure to satisfy such obligations could result in irreparable damage to County and the entities it serves. Therefore, Contractor agrees that in the event of such termination of this Contract, Contractor shall fully cooperate with County in the transition of County to a new solution, toward the end that without the interruption of County's day to day operations due to the unavailability of the System during such transition.

56. VALIDITY

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

57. WAIVER

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 56 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

58. WARRANTY AGAINST CONTINGENT FEES

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

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

59. COUNTY LOBBYISTS

Each County lobbyist 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 any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

60. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates, if any, required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to the performance of this Contract, and shall further ensure that all of its officers, employees and agents who perform Services and other work hereunder shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates which are applicable to their performance of Services and other work hereunder. A copy of each such license, permit, registration, accreditation and certificate required by law shall be provided to County's Project Director, with a copy to County's Project Manager, at the address set forth in Exhibit F (County's Administration) upon request.

61. PROHIBITION AGAINST INDUCEMENT AND PERSUASION

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

62. TIME OFF FOR VOTING

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

63. CONFIDENTIALITY AND SECURITY

63.1 CONFIDENTIALITY

63.1.1 CONFIDENTIAL INFORMATION

Contractor shall maintain the confidentiality of all records and information, events and circumstances which occur during the course of Contractor's performance under the Contract, including County Materials (hereinafter "Confidential Information"), in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security, the protection of confidential records and information, and Exhibit D (Information Security and Privacy Requirements).

Contractor shall inform all of its officers, employees, agents and subcontractors providing Services or other work hereunder of the confidentiality provisions of this Contract and shall provide to County certification to that effect, within 30 days from the Effective Date of the Contract and in no event later than Contractor commences any work under the Contractor. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses such Confidential Information.

63.1.2 DISCLOSURE OF INFORMATION

With respect to any Confidential Information obtained by Contractor pursuant to the Contract, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Contract; (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 Contract, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or the information is, releasable; and (d) at the expiration or termination of the Contract, 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.

Without limiting the generality of the preceding paragraph, 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 County's Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, Contractor shall, to the extent permitted by law, delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County has been given (or afforded) a reasonable opportunity to obtain such relief.

63.2 SECURITY

63.2.1 SYSTEM SECURITY

Notwithstanding anything to the contrary herein, Contractor shall provide all Services utilizing security technologies and techniques in accordance with industry standards, Contractor's best practices and applicable County security policies, procedures and requirements provided by County to Contractor in writing as part of this Contract, including Exhibit D (Information Security and Privacy Requirements) attached hereto, or otherwise as required by law, including those technologies and techniques relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Without limiting the generality of the foregoing, Contractor shall implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any disabling device into County's systems. In no event shall Contractor's actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own systems and data.

63.2.2 SYSTEM DATA SECURITY

Contractor hereby acknowledges the right of privacy of all persons whose information is stored in County data. Contractor shall protect, secure and keep confidential all County data in compliance with all federal, state and local laws, rules, regulations, ordinances, and publicly known guidelines and directives, relating to confidentiality and information security, including those set forth in Exhibit D (Information Security and Privacy Requirements). Further, Contractor shall take all reasonable actions necessary or advisable to protect all County data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County's Project Director, Contractor shall provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been, acquired by any unauthorized person. The content, method and timing of such notification shall be subject to the prior approval of County's Project Director. Contractor shall not use County data for any purpose or reason other than to fulfill its obligations under this Contract.

63.3 REMEDIES

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, reasonable defense costs and legal, accounting and other expert, consulting, or professional fees, arising from Contractor's failure to comply with this Paragraph, but only in proportion to and to the extent such liability, loss, expense, costs or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents, or employees. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. 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.

Contractor acknowledges that a breach by Contractor of this Paragraph 63 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 this Paragraph 63 and at law and in equity, County shall have the right to seek injunctive relief to enforce the provisions of this Paragraph

63. The provisions of this Paragraph 63 shall survive the expiration or termination of this Contract.

64. WARRANTIES

64.1 WARRANTY PERIOD

Contractor shall support County in maintaining the LASRA Tool in production environment for sixty (60) days following LASRA Tool Go-Live (hereinafter "Warranty Period"), before the LASRA Tool can achieve Final Acceptance by County, as set forth in Tasks 7.0 (Achieve LASRA Tool Go-Live) and 10.0 (Achieve LASRA Tool Final Acceptance) of Exhibit A (Statement of Work).

In the event of a Deficiency during the Warranty Period, Contractor shall provide corrective measures at no cost to County as follows:

1. In the case of LASRA Tool, Contractor shall correct any and all Deficiencies in the LASRA Tool, including, but not limited to, supplying County with corrective or replacement codes and/or programs and making such additions, modifications or adjustments to the LASRA Tool as may be necessary to keep it operating in conformance with the applicable specifications.
2. In the case of Third Party Software supplied by County for the purpose of providing the LASRA Tool, Contractor shall identify to County the particular Third Party Software component(s) causing the Deficiency and shall assist County in repairing and/or de-installing and replacing such third party software component(s), or any part thereof, which fail to function according to the applicable specifications, as determined by County's Project Director.

Contractor shall correct any and all Deficiencies in any services provided hereunder in accordance with Paragraph 34 (Standard of Services).

64.2 GENERAL WARRANTIES

Contractor represents and agrees that throughout the term of this Contract:

1. Contractor shall strictly comply with the descriptions and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) as set forth in Exhibit A (Statement of Work), with all Attachments thereto, and any applicable Work Order.
2. All tasks, subtasks, Deliverables, goods, services, and other work shall be performed in a timely and professional manner by qualified personnel.
3. All tasks, subtasks, Deliverables, goods, services, and other work shall be completed in accordance with this Contract, the Deliverable documentation and any other applicable requirements.
4. The Tool components shall interconnect and/or interface and shall be compatible with each other; and the Tool components, when taken together, shall be capable of delivering all of the functionality as set forth in this Contract, any applicable Work Order or any Services specifications or requirements.
5. Contractor shall not cause any unplanned interruption of the operations of, or accessibility to the Tool or any Tool component through any device, method or means including, without

limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the Tool or any Tool component to County or any user or which could alter, destroy, or inhibit the use of the Tool , any Tool component, or the data contained therein (collectively hereinafter for purposes of this Paragraph 64.2 as "Disabling Device(s)"), which could block access to or prevent the use of the Tool or any Tool component by County or users. Contractor represents and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any Tool component provided to County under this Contract, nor shall Contractor knowingly permit any subsequently delivered Tool component to contain any Disabling Device, other than lock-offs contained on the delivered media which only prevents use of software contained on such media other than Tool components.

In addition, Contractor shall prevent viruses from being incorporated or introduced into any software or updates or enhancements thereto prior to delivery thereof to County and shall utilize best efforts, including using the latest commercially available virus protection software, to prevent any viruses being incorporated or introduced in the process of Contractor's loading of software or any updates and enhancements thereto.

64.3 BREACH OF WARRANTY OBLIGATIONS

In the event Contractor fails to timely perform its obligations as set forth in this Paragraph 63, then, in addition to County's other rights and remedies set forth herein, County may, after written notice to Contractor and in the event Contractor, after a reasonable time has still failed to perform such warranty obligations, perform any required correction, replacement or other work and debit Contractor therefor at County's direct actual cost of outside labor and materials and County's burdened rates for labor (including without limitation salary, employee benefits and reimbursement policies). Such debit shall be made against any amounts owed by County to Contractor under this Contract.

64.4 WARRANTY PASS-THROUGH

Contractor shall assign to County to the fullest extent permitted by law or by this Contract, and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any licensor or reseller of any third party software provided hereunder, if any, shall fully extend to and be enjoyed by County.

65. INTELLECTUAL PROPERTY REPRESENTATIONS

65.1 Contractor, after a reasonable review and diligence conducted by its Intervention Transfer Group, as of the effective date of this Contract represents: (i) that Contractor has the full power and authority to grant the License and all other rights granted by this Contract to County; (ii) that no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (iii) that County is entitled to use the Tool without interruption, subject only to County's obligation to make the required payments and observe the License terms under this Contract, including those set forth in Paragraph 66.2 (License); (iv) that this Contract and the Tool licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors; (v) that during the term of this Contract, Contractor shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-

disturbance of County's use of the Tool (or any part thereof) in accordance with this Agreement; and (vi) that neither the performance of this Contract by Contractor, nor the License to and use by, County and its users of the Tool in accordance with this Contract will in any way violate any non-disclosure agreement relating to this Contract. or other rights of any third party.

Furthermore, Contractor warrants to County that Contractor, to the best of its knowledge, as of the Effective Date: (i) has the lawful right and power to grant the License; (ii) is the sole owner of the Tool; (iii) knows of no license or other agreement that conflicts with the License or other terms of this Agreement; and (iv) has not received notice of any third party having a cause of action based on the use of the Tool.

65.2 County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging infringement or unauthorized disclosure. Upon such notice by County, Contractor shall, at its election, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Tool or affected component(s) thereof, or part(s) thereof, to the same extent of County's License or ownership rights under this Contract; or (ii) to replace or modify the Tool or component(s) thereof with another software or component(s) thereof of at least equivalent quality and performance capabilities, as determined by County, until the Tool and all components thereof become non-infringing, non-misappropriating and non-disclosing (hereinafter collectively for the purpose of this Paragraph 65.2 "Remedial Act(s)").

65.3 If Contractor fails to complete the Remedial Acts described in Paragraph 65.2 above, then County may terminate this Contract for default pursuant to Paragraph 50 (Termination for Default) and, among others, be entitled to reimbursement of all costs paid to Contractor for the provision of the Tool under the Contract.

66. OWNERSHIP AND LICENSE

66.1 OWNERSHIP

66.1.1 SYSTEM ENVIRONMENT

Contractor acknowledges that County, or the rightful third party owner, owns all hardware and software provided by County for the LASRA Tool or that is part of the County operating environment in which the LASRA Tool shall reside and operate.

66.1.2 SYSTEM SOFTWARE

All software provided by Contractor to County pursuant to this Contract, including Contractor's proprietary software, Third Party Software and any system environment software, is and shall remain the property of Contractor, or any rightful third party owner, with which all proprietary rights shall reside and which shall be subject to the terms of the License granted pursuant to Paragraph 66.2 (License).

66.1.3 SYSTEM DATA

All data provided or made accessible by County to Contractor is and shall remain the property of County. All personally identifiable data generated by the Tool, if any, shall belong to County, while all statistical data generated by the Tool shall belong to Contractor.

66.1.4 WORK PRODUCT

Notwithstanding any other provision of this Contract to the contrary, all pre-existing practices, procedures, materials, development tools and reusable components, including but not limited to

the LASRA Tool, reusable software code, procedures, manuals and business practices as well as any modifications thereof utilized by Contractor for purposes of providing Services under the Contract (hereinafter "Work Product"), are and will remain the property of Contractor, as applicable. County will have no ownership interest in or claim to the Work Product except to the extent necessary to exercise its rights under this Contract in accordance with the rights and restrictions set forth herein, including the License rights. In addition, Contractor is free to use any ideas, concepts or know-how developed or acquired by Contractor during the performance under this Contract, other than County Materials, to the extent obtained and retained by Contractor's personnel as impressions and general learning. Contractor shall remain the sole owner of the LASRA Tool that is part of Work Product and all derivative works therein. Work Product does not include any County Materials.

66.2 LICENSE

66.2.1 LICENSE GRANT

Subject to the applicable provisions of this Contract, including this Paragraph 66.2, the Statement of Work and Paragraph 66.1 (Ownership), Contractor hereby grants to County an unlimited, unrestricted license to use the LASRA Tool including all Source Code, any Work Product and any other product of Services developed or otherwise provided by Contractor to County under the Contract, including any related documentation (hereinafter "License"), by County users in accordance with the scope set forth in Paragraph 66.2.2 (Scope of License) and subject to the restrictions set forth in Paragraph 66.2.3 (License Restrictions) in perpetuity without regard to the term of the Contract.

County understands and agrees that such License, Contractor delivered and County accepted LASRA Tool, any Contractor delivered and County accepted Work Product and any other Contractor delivered and County accepted product of Services, developed or otherwise provided by Contractor to County under the Contract, including any related documentation, are provided "as is", and, thus, County uses such License at its own risk. Contractor extends no warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose.

66.2.2 SCOPE OF LICENSE

The License Granted by Contractor to County under this Contract provides County and its users with the following rights:

(a) To use, install, integrate with other software, operate, compile and execute the LASRA Tool and any other software licensed hereunder on an unlimited number of computers, servers, local area networks and wide area networks, including web connections by an unlimited number of users in the conduct of business;

(b) To modify, copy, translate, enhance and otherwise maintain the LASRA Tool and any other software licensed hereunder and the Source Code, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Contract and the License;

(c) To use, modify, copy and display the documentation relating to the LASRA Tool and any other software licensed hereunder as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Contract and the License;

(d) To permit third party access to the LASRA Tool and any other software licensed hereunder, relating documentation, the Source Code, or any part thereof, as necessary or

appropriate for County to enjoy and exercise fully the rights granted under this Contract and the License, including for the provision of maintenance, software modifications, consulting services and other business use or support of the LASRA Tool and any other software licensed hereunder as contemplated by this Contract; and

(e) Pursuant to Paragraph 10 (Assignment by County), to reproduce and use the LASRA Tool and any other software licensed hereunder: (i) by County and permitted assignees, for archive and backup purposes; and (ii) by County, for use by permitted assignees, so long as all copies of the LASRA Tool and any other software licensed hereunder contain the proprietary notices appearing on the copies initially furnished to County by Contractor.

66.2.3 LICENSE RESTRICTIONS

County acknowledges and agrees (i) that the LASRA Tool and any other software licensed hereunder, including related documentation, is the confidential and copyrighted property of Contractor, and all rights therein not expressly granted to County are reserved to Contractor; and (ii) that Contractor shall retain all proprietary rights in and to the foregoing. Subsequently, County's License to the LASRA Tool and any other software licensed hereunder is limited by the restrictions set forth in this Paragraph 66.2.3. Accordingly, County will not:

(a) Reverse engineer, disassemble or decompile the LASRA Tool and any other software licensed hereunder;

(b) Transfer, sublicense, rent, lease, convey or assign (unless resulting from a permissible Contract assignment under Paragraph 10 (Assignment by County) the LASRA Tool and any other software licensed hereunder;

(c) Use the LASRA Tool and any other software licensed hereunder on a timesharing, service bureau, subscription service or rental basis for any third party; or

(d) Remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on, or during the use of, the LASRA Tool and any other software licensed hereunder.

66.3 SOURCE CODE

66.3.1 LICENSE TO SOURCE CODE

Contractor shall provide County with the Source Code for the LASRA Tool and any other software provided by Contractor and licensed by County under this Contract, other than Third Party Software, together with the provision of the object code for such LASRA Tool and other software. Consequently, all rights to the LASRA Tool and any other software licensed hereunder with the exception of Third Party Software shall also extend to the Source Code to such LASRA Tool and any software. Furthermore, Contractor shall provide the Source Code promptly after delivery to County of the corresponding object code for any Optional Services performed by Contractor under the Contract.

66.3.2 COUNTY'S RIGHT TO VERIFY SOURCE CODE

County shall have the right, at any time during the term of the Contract, to verify the relevance, completeness, currency, accuracy and functionality of the Source Code for the LASRA Tool and any other software licensed hereunder by, among other things, compiling the Source Code and performing test runs for comparison with the version of such LASRA Tool and other software as

operated by County. In the event such testing demonstrates that the Source Code does not correspond to the applicable LASRA Tool and any other software licensed hereunder as operated by County, Contractor shall immediately provide County with the correct Source Code.

66.3.3 POSSESSION AND USE OF SOURCE CODE

County shall be entitled to use and modify the Source Code as it finds necessary, including but not be limited to, performing its own support and maintenance, altering or modifying the Source Code and/or obtaining any benefits sought under the Contract, subject to the limitations of Paragraph 66.3.4 (Proprietary Rights) below.

66.3.4 PROPRIETARY RIGHTS

Subject to the provisions of Paragraph 66.3.3 (Possession and Use of Source Code) and County's License to, and Contractor's ownership of, the LASRA Tool and any other software licensed hereunder as provided in Paragraph 66.1 (Ownership), Source Code obtained by County under the provisions of this Contract shall remain subject to every license restriction, proprietary rights protection and other County obligation specified in this Contract, provided, however, County may make such Source Code available to third parties as needed to assist it in making authorized use of such LASRA Tool and other software. County acknowledges that any possession of the Source Code referred to herein is subject to the confidentiality and proprietary provisions of access to any third party.

67. PROPRIETARY CONSIDERATIONS

67.1 COUNTY MATERIALS

County shall own all rights, title and interest, including copyright, in and to all information and data which originated with County, plans, diagrams, reports, working papers, documents, records and other work products which are originated or created solely for County through Contractor's work pursuant to this Contract, any County data whether provided by County or otherwise accessible by Contractor, and any personally identifiable data generated by the Tool (hereafter collectively "County Materials"). Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County to share all of Contractor's rights, title and interest in and to such County Materials, including any copyright which arise pursuant to Contractor's work under this Contract.

During the term of this Contract and for five (5) years thereafter, Contractor shall maintain all of Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use, at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

67.2 TRANSFER TO COUNTY

Upon request of County, Contractor shall execute all documents reasonably requested by County and shall perform all other reasonable acts requested by County to assign and transfer to and vest in County all Contractor's right, title and interest in and to the County Materials, including, but not limited to, all copyrights. County shall have the right to register all copyrights in the name of County of Los Angeles. All material expense of effecting such assignment and transfer of rights shall be borne by County. Further, County shall have the right to assign, license or otherwise transfer any and all County's right, title and interest, including, but not limited to, copyrights , in and to the County Materials.

67.3 PROPRIETARY AND CONFIDENTIAL

Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Director or designee as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

Notwithstanding any other provision of this Contract, County will not be obligated to Contractor for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by this Paragraph 67.3 or for any disclosure which County is required to make under any state or federal law or order of court.

67.4 All the rights and obligations of this Paragraph 67 shall survive the expiration or termination of this Contract.

68. SURVIVAL

The provisions in the following Paragraphs shall survive the expiration or termination of this Contract for any reason:

6.4 Approval of Work

13 Compliance with Applicable Law

25 Employment Eligibility Verification

27 Fair Labor Standards

29 Governing Law, Jurisdiction and Venue

31 Indemnification

32 Insurance

34 Standard of Services

42 Public Records Act

55 Effect of Termination

63 Confidentiality and Security

64 Warranties

65 Intellectual Property

66 Ownership and License

67 Proprietary Considerations

IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Contract to be effective the day, month and year first above written.

COUNTY:
SHERIFF'S DEPARTMENT

By _____
Jim McDonnell, Sheriff

CONTRACTOR:
The Regents of the University of California, Irvine

By _____
Signature

_____
Print Name

Title _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
VICTORIA MANSOURIAN
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK
For
LASRA Consulting Services

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1.0 INTRODUCTION

1.1 Overview

This Statement of Work ("SOW") defines the general scope of work, specific Tasks, and Deliverables required for the development and implementation of the Los Angeles County Sheriff Risk Assessment ("LASRA") tool ("Tool"). LASRA will provide a turnkey, functionally operational, and scientifically validated offender static risk assessment tool.

Any terms with the initial letter capitalized, which are not defined herein, shall have the meanings given to such terms in Paragraph 2 (Definitions) of the Base Contract.

1.2 Background

The Sheriff's Department ("Sheriff" or "Department") of Los Angeles County ("County") operates one of the world's largest jail systems. Los Angeles County's criminal justice system is extraordinarily complex, involving 88 municipalities, 47 law enforcement agencies, more than 30 criminal courthouses, and seven jail facilities.

The nature and scope of the problems facing the Department's Custody Bureau have grown due to new legislative requirements combined with a downturn in the economy and have stressed the system to the limit. The legal and operational challenges of chronic and acutely overcrowded County jails has raised concerns within the County government about the most effective use of its custody resources and to enhance public safety.

Critical to the challenge faced by the Department is the need to implement a proven method for evaluating the risks of releasing inmates without compromising community safety, while assuring that inmates attend court appearances and comply with appropriate supervision requirements during their release.

The County will contract with the University of California, Irvine ("Contractor" or "UCI") for consulting services to develop the LASRA Tool. Contractor is internationally recognized for its accomplishments and expertise in corrections risk assessment and evaluation and is uniquely qualified for this project.

1.3 Scope

1.3.1 Contractor shall work with the County's Project Director to determine the appropriate Department staff to engage throughout the Project's lifecycle. Success of this Project necessitates establishing a strong project management structure, including project risk and issue management review and resolution, consistent and clear reporting, and communication between the Department and Contractor. Contractor shall communicate

all Project deficiencies through status reports that will indicate real and potential impacts to the Project timeline and goals.

1.3.2 Contractor shall work with the Department staff to identify the timeline of historical California Department of Justice ("DOJ") inmate data necessary to develop and validate LASRA. The Department will be responsible for obtaining and providing the identified historical inmate data to Contractor.

1.3.3 Contractor shall perform analysis of the identified historical inmate criminal data to refine and customize their generic Static Risk Assessment ("SRA") model to develop LASRA.

Contractor uses chronologically sorted historical inmate data to fashion LASRA. The historical inmate data will be divided into two subsets of data. The oldest historical inmate data, subset A, will be used for determining the predictability of inmate recidivism and establishing inmate Risk Assessment Scores and inmate Risk Levels. Subset B, consisting of subsequent historical inmate data, will be used to validate LASRA's inmate Risk Assessment Scoring methodology for assessing inmate recidivism Risk Levels. Results of Contractor's analysis of the historical inmate criminal data will be presented to the Department for review, revision, and approval. These results shall indicate the effectiveness and error rate of LASRA's effectiveness and error rate for predicting inmate recidivism, as determined with the Department inmate historical data.

1.3.4 Contractor shall participate in the implementation and validation of LASRA throughout Contractor's provision and completion of Tasks and Deliverables of this SOW as indicated.

1.3.5 Contractor shall thoroughly document the development, analysis, refinements, recidivism risk assessment scoring methodology, validation, and principles of LASRA.

1.4 Goals and Objectives

Goals and objectives for the LASRA Project, at a minimum, include the following:

- A customized automated LASRA Tool used to triage County inmates into Inmate Risk Levels based on their probability of recidivism.
- Inmate Risk Assessment Scoring will be calculated based on regression analysis of inmate metrics such as criminal convictions, age at release, and gender ("Static Variables") by LASRA. These Static Variables are then multiplied against predetermined numbers ("Weighting Factors"). The results of these computations are then processed to obtain a single outcome or Risk Assessment Score for the inmate.
- Inmate Risk Levels are assigned based on the inmate's Risk Assessment Score calculated by LASRA. Delineation between two adjacent inmate Risk Levels is referred to as a "Cut-Point". Contractor will work with the

Department to establish Cut-Point to meet Departmental objectives. The inmate's Risk Assessment Score will determine the inmate's Risk Level, indicating the inmate's predicted recidivism potential.

- Based upon the Cut-Points, the inmate's Risk Assessment Score will assign the inmate to one of the following five inmate Risk Levels:
  1. Low Risk
  2. Moderate Risk
  3. High Risk Drug
  4. High Risk Property
  5. High Risk Violent

LASRA will provide valuable and timely information to assist in making consistent judgments on inmate recidivism adopting decisions based on a policy-driven approach, identifying needs in custodial and non-custodial settings. LASRA will assist the Department to determine levels of supervision, staffing requirements, and program needs.

1.5 Work Approach

- Contractor shall develop a detailed Project Plan that shall define how LASRA will be implemented, addressing, in sufficient detail, the requirements, resources, and estimated timeline to execute the Tasks and Deliverables listed in this SOW.
- Contractor shall develop and deliver LASRA.
- Contractor shall assist with the successful configuration and installation of the LASRA Beta Tool and Production Tool.
- Contractor shall provide knowledge transfer, training, documentation, and other services required by this SOW.

2.0 TASKS AND DELIVERABLES

All Tasks, Subtasks and Deliverables described in this Section 2.0 (Tasks and Deliverables) of this SOW shall be performed by Contractor for the Department.

TASK 1.0 – Project Planning and Management

Under the direction of the County's Project Director, Contractor shall apply requisite technical and management skills and techniques to ensure satisfactory, timely completion of project milestones and establish a project control and reporting system, which will provide routine and realistic assessments of the project progress through the completion of installation, including the applicable Warranty Period (Task 10.0), against the approved Project Control Document's milestones and detailed work plan.

Subtask 1.1 – Develop Project Plan and Project Control Document

Contractor shall prepare a Project Plan, the primary component of which shall be the Project Control Document ("PCD"). The contents of the Project Plan shall include the following:

- **Introduction**: Summarizes the Project Plan; a review of the shared vision for the Project relationship, the strategic goal(s) of the implementation effort, and how Contractor will contribute to meet Department's operational objectives;
- **Executive Summary**: Provides a high level overview of the main features and goals of the Project Plan;
- **Project Mission & Objectives**: Describes the operational need for proceeding with the Project, the objectives to be achieved under the Project and critical success factors for the Department, all based upon information provided to Contractor by the Department and any assumptions or limitations related to the Project Plan;
- **Project Scope**: Describes the overall scope and Deliverables of the Project for the identification of project scope, validation, training and implementation objectives;
- **Project Control Document (PCD) – Master Project Schedule**: Contractor shall develop a PCD for the project Tasks, Deliverables, and milestones. Tasks to be performed by both Contractor and Department staff must be specifically addressed in the PCD. The PCD shall include the order in which the Tasks and Subtasks will be performed and the order in which the Deliverables will be produced. Contractor and the County's Project Director will review this analysis on a regular basis. The PCD shall also address, at a minimum, the following project tasks:
    - Requirements Review
    - Requirements Traceability Matrix and Associated Studies
    - Pre-implementation Validation Plan

- Implementation Validation
- Post-Implementation Certification Plan
- Status Reporting
- Issue Escalation and Resolution
- Deliverable Review and Approval
- Change Control Management

Contractor shall specify the planned review cycle for each Deliverable in the PCD. Contractor shall update the PCD on a monthly basis with the exception of the Project Plan, Milestone Chart and Risk Management sections, which shall be updated promptly after changes are made.

- **Project Team**: Identifies Contractor's project team and project organization, including defining the roles and responsibilities of the Project team members.
- **Risk Assessment & Management:** Identifies project risks, and mechanisms to handle these risks, in a risk management plan.
- **Issue Tracking Log:** Contractor shall create an Issues Tracking Log ("ITL") for tracking Project issues and deficiencies. Contractor shall ensure the ITL is updated on a regular basis as mutually agreed upon.

  Authorized Department and Contractor staff shall be able to view and print ITL information. The ITL shall contain, but is not limited to, the following information:

  a. Issue title.
  b. Issue description.
  c. Issue type (based on a scheme for classifying issues).
  d. Date the issue was first identified.
  e. Date the issue was first entered into the Issue Tracking Log.
  f. Persons(s) involved in initially discovering or reporting the issue.
  g. Person assigned to manage the resolution of the issue.
  h. Date of assignment to manage the resolution of the issue.
  i. Strategy or plan for resolving the issue (allow for revisions, and show revision history).
  j. Projected date that a resolution to the issue is expected.
  k. Actions taken in attempting to resolve the issue, person(s) taking each action and the result or outcome of each action.
  l. Current issue status.

- **Monthly Status Reports:** Contractor shall create a Monthly Status Report, which shall include, but is not limited to:
  a. The period covered by the report.
  b. Summary of project progress and changes since the previous Status Report.
  c. Work completed during that period.

d. Work scheduled for completion which was not completed.
e. Work expected to be completed during the upcoming period.
f. Status of issues that were reported as open in the previous Status Report.
g. Re-opened issues that had been closed as of the previous Status Report.
h. New issues.
i. Readiness assessments.
j. Any other information that Department may from time to time reasonably require.
k. Any revisions to the PCD explaining (1) what has changed since the previous month's updated PCD, and (2) what has changed since the baseline PCD.

Subtask 1.2 – Provide Ongoing Project Management

Contractor shall be required to manage Project activities and resources, and track project status. This shall include managing and tracking all issues and attending project meetings. Project meetings are to be scheduled by the County's Project Director or as necessitated to address and resolve issues. Project meetings will take place for the duration of the Contract. Additional meetings may take place via teleconference. For each meeting, the Contractor's Project Manager shall prepare and provide a written Project Status Report to the County's Project Manager, as well as meeting attendees for regularly scheduled project meetings. The report shall cover, at a minimum, project progress, plans, and outstanding issues. All identified issues shall be resolved through the issue resolution process as specified in the Contract.

Contractor shall also participate in monthly meetings to include a review of project accomplishments, issues, risks, and any delayed Tasks/Deliverables.

The Project Status Report shall include the following:

1. Executive Summary – highlighting key accomplishments and issues.
2. Tasks completed.
3. Tasks delayed.
4. Upcoming tasks.
5. Issues Tracking Log (ITL).
6. Deliverable Status.
7. Updated Detailed Work Plan.

DELIVERABLE 1.0 – Project Planning and Management

Deliverable 1.1a – Draft Project Plan and PCD

Deliverable 1.1b – Final Project Plan and PCD

Deliverable 1.2 – Project Status Reports/Ongoing Project Management

TASK 2.0 –Data Requirements and Samples

Development of LASRA Tool will require historical inmate criminal data to perform three major tasks of this SOW:

1. Beta LASRA Tool Sample – data used to validate the functionality and technical requirements necessary to ultimately deploy LASRA Tool within the Department's information technology infrastructure (Task 3.0).
2. LASRA Construct Sample – data used to customize and refine the Contractor's generic SRA model for developing the LASRA Tool (Task 5.0).
3. LASRA Validation Sample – data used by the Contractor's modified generic SRA model to validate the predictive accuracy of LASRA's Risk Assessment of the Construct Sample data (Task 5.0).

Subtask 2.1 – Conduct Data Requirements Sessions

Contractor shall, in collaboration with the Department, conduct data requirements review sessions with the Department to identify the specific samplings of historical DOJ inmate criminal data necessary for generating the three data samples required for this task.

Subtask 2.2 – Provide Data Requirements Confirmation Report

Contractor shall submit a Data Requirements Confirmation Report ("DRCR") to the Department for approval. The DRCR shall include, but is not limited to, the details such as:

1. Justification and support for requested County historical inmate criminal data parameters stipulated in immediately following items 2 and 3 of this Subtask.
2. Target Inmate Population – Identification of target inmate population required for sampling.
3. Time Period – Period of time for which the target inmate population data sampling is required.
4. File Format – How data are to be arranged by the Department.
5. File Medium – Specific storage media to utilize when disseminating historical inmate criminal data between Contractor and the Department.
6. Mutually agreed upon timeframe for the Department to provide inmate historical inmate criminal data to Contractor.

The Approved Final DRCR shall be incorporated into the LASRA Working Paper (Task 4.0).

The Department will be responsible for obtaining the required data samples from the DOJ automated felony and misdemeanor criminal history record system for Contractor. The historical inmate criminal data samples will be provided to Contractor within an agreed period of time stipulated in the DRCR (Subtask 2.2).

DELIVERABLE 2.0 – Data Requirements and Samples

Deliverable 2.1 – Data Requirements Sessions

Contractor shall conduct Data Requirements Sessions for determining historical inmate data needed to develop LASRA Tool.

Deliverable 2.2a – Draft DRCR

Contractor shall prepare and present to the County's Project Manager the Draft DRCR for approval.

Deliverable 2.2b – Final DRCR

Contractor shall prepare and present to the County's Project Manager the Final DRCR.

TASK 3.0 – Deliver and Validate Beta LASRA Tool

Contractor shall deliver to the Department a constructed and validated Beta LASRA Tool (SRA model). The Beta LASRA Tool will be used to validate the Department's infrastructure and will accommodate LASRA's implementation. Contractor shall assist Department with installing and validating the Beta LASRA Tool to be located at the Department's primary data center.

Subtask 3.1 – Deliver Beta LASRA Tool

Contractor shall deliver a constructed and specialized Beta LASRA Tool to the Department. The Beta Tool will be preconfigured using a proxy or "Dummy" SRA algorithm.

Subtask 3.2 – Install Beta LASRA Tool

Contractor shall provide technical support and assistance with installing and configuring the Beta LASRA Tool at the Department's primary data center as necessary to meet the Department's requirements. Contractor shall provide supporting technical documentation by means of diagrams and text in hard-copy and soft-copy format to the County's Project Manager and address any questions by the Department's technical staff.

Subtask 3.3 – Provide Beta LASRA Tool Sample Data

Contractor shall deliver to the Department the Beta LASRA Tool Sample, a selection of historical inmate criminal data for validating the Beta LASRA Tool. The Beta LASRA Tool Sample shall be formatted and delivered to the Department in accordance with the DRCR (Subtask 2.2).

Subtask 3.4 – Validate Beta LASRA Tool

Contractor shall assist Department to validate the functionality of the Beta LASRA Tool's Dummy Static Risk Assessment's algorithm (Subtask 3.1). The

Dummy algorithm will calculate Inmate Risk Assessment Scores and Risk Levels through regression analysis and computations employing makeshift Weight Factors and Cut-Points. These substitute calculations and parameters are designed to confirm that all historical inmate criminal data (Subtask 3.2 – Provide Beta LASRA Tool Sample Data) is included and evaluated by the Beta LASRA Tool. The results from the Dummy algorithm will be validated against known outcomes.

DELIVERABLE 3.0 – Deliver and Validate Beta LASRA Tool

Deliverable 3.1 – Beta LASRA Tool

Deliverable 3.2 – Assistance with Beta LASRA Tool Installation

Deliverable 3.3 – Beta LASRA Tool Sample Data

Deliverable 3.4 – Validated Beta LASRA Tool

TASK 4.0 – LASRA Tool Working Paper (LWP)

Contractor shall create and deliver to the Department a detailed and comprehensive working paper chronicling the development of the Sheriff's LASRA Tool ("LWP"). LWP will stand as a living document, outlining the methodology employed by Contractor in creating the LASRA Tool. LWP, without limitations, will provide comprehensive and detailed descriptions, processes, methodologies, activities, and assumptions organized in a systematic and pragmatic approach. LWP will serve as the guideline for developing the proposed SRA model constituting LASRA Tool. LWP will address, but not be limited to:

- Background, requirements, and scope of development.
- Historical inmate criminal data elements (Static Variables) evaluated by the LASRA Tool.
- Weight Factors assigned to specific Static Variables in LASRA Tool's algorithm for calculating Inmate Risk Assessment Scores.
- Development of the LASRA Tool's algorithm for determining Inmate Risk Assessment Scores.
- Rationale for LASRA Tool's Inmate Risk Levels and Cut-Points providing criteria, rationale, and defensibility.
- Commentary of LASRA Tools's recidivism outcome and predictive accuracy using historical inmate criminal data samples (Task 2.0).
- Validation of the Analysis of Recidivism Risks by Inmate Risk Levels and Risk subgroups (Inmate Demographics).
- Document revision Procedure for updating new editions of the LWP based on subsequent findings, enhancement, oversight, mitigation, corrective action, or as specified in Tasks of this SOW.
- LWP will incorporate relative elements from the PCD such as project goals, assumptions, findings, etc.

- Auditing procedure for Department to manually score historical inmate criminal data, validating LASRA's accuracy.

To accommodate updates to the LWP throughout the term of the Contract, Contractor shall incorporate a document revision numbering system for differentiating the updated LWP from previous releases.

DELIVERABLE 4.0 – LASRA Working Paper (LWP)

Deliverable 4.0-a – Draft LWP

Deliverable 4.0-b – Final LWP

TASK 5.0 – Develop LASRA Tool

Using their Generic SRA model as a baseline, Contractor shall develop and validate LASRA Tool using historical inmate criminal data (Task 2.0) and in accordance with established methodology as stated in the LWP (Task 4.0). Contractor shall meticulously document LASRA Tool's development and incorporate this documentation into the LWP.

DELIVERABLE 5.0 – Develop LASRA Tool

TASK 6.0 – Deliver and Validate LASRA Tool

Contractor shall deliver, install, and validate LASRA Tool functionality to the Department.

Subtask 6.1 – Deliver LASRA Tool

Contractor shall deliver to the Department the constructed LASRA Tool. The Tool will be fully functional and ready to install in the Department's primary data center.

Subtask 6.2 – Support LASRA Tool Installation

Contractor shall provide technical support and assistance installing and configuring the LASRA Tool at the Department's primary data center. Contractor shall provide supporting technical documentation to the County's Project Manager and address any questions by the Department's technical staff.

Subtask 6.3 – Deliver LASRA Tool Sample Data

Contractor shall deliver to the Department the historical inmate criminal data sample used to develop the LASRA Tool. The sample data shall be formatted and delivered to the Department in accordance with the DRCR (Task 2.0).

Subtask 6.4 – Validate LASRA Tool Using Sample Data

Contractor shall assist the Department in validating all functionality of the LASRA Tool. Using LASRA Tool sample data (Subtask 6.3), LASRA's Inmate Risk

Assessment Scores, Risk Levels, and Cut-Points shall produce outcomes correlating with those obtained during the development of LASRA Tool (Task 5.0).

DELIVERABLE 6.0 – Delivered and Validated LASRA Tool for Go-Live

Deliverable 6.1 – Delivered LASRA Tool

Deliverable 6.2 –LASRA Tool Installation Support

Deliverable 6.3 – Delivered LASRA Tool Sample Data

Deliverable 6.4 – Validated LASRA Tool Using Sample Data

TASK 7.0 – Achieve LASRA Tool Go-Live

Contractor shall assist the Department to fully implement LASRA Tool in a production environment and achieve its live operation ("Go-Live"). LASRA Tool Go-Live may be accomplished at any time subsequent to the completion and acceptance of Deliverable 6.0 (Delivered and Validated LASRA Tool for Go-Live) at least 60 days prior to acceptance of Deliverable 10.0 (LASRA Tool Final Acceptance).

Subtask 7.1 –Support LASRA Tool Go-Live

Contractor shall provide technical support and assistance to the Department, to fully implement the LASRA Tool in a production environment with all functionality, as required by County, using current DOJ historical inmate criminal data.

Subtask 7.2 – Certify LASRA Tool Go-Live

Contractor shall provide to the Department documented and indisputable evidence that LASRA functions as designed, and meets or exceeds the requirements of this SOW and County. This evidence will be based on, but is not limited to, a manual audit of LASRA Tool's calculations of Inmate Risk Assessment Scoring and Risk Level outcomes using current historical inmate criminal data. This audit will be performed using the auditing procedure provided in the LWP (Task 4.0) on a mutually agreed upon number of inmates.

Upon completion and acceptance of this Subtask by County, LASRA Tool will have achieved Go-Live status.

Subtask 7.3 – Update the LWP

Contractor shall update the LWP (Task 4.0) with the documented evidence validating LASRA Tool's successful Go-Live status in a production environment for review by the County's Project Manager.

DEVERABLE 7.0 – LASRA Tool Go-Live

Deliverable 7.1 – Support for LASRA Tool Go-Live

Deliverable 7.2 – Certification of LASRA Tool Go-Live

Deliverable 7.3a – Draft Updated LWP

Deliverable 7.3b – Final Updated LWP

TASK 8.0 – Additional LASRA Tool Documentation

Subtask 8.1 - LASRA Tool Technical Document (LTD)

Contractor shall draft a LASRA Tool Technical Document ("LTD"). Contractor shall prepare the LTTD for the County's Project Director's review and approval. Contractor shall provide technical documentation for operation, administration, and maintenance of the LASRA Tool. This technical documentation will serve to fully document all LASRA Tool functional requirements.

The LASRA Tool Technical Document shall include, but not be limited to:

- LASRA Tool functional specifications.
- Data workflow.
- LASRA Tool operational requirements.
- LASRA Tool configuration requirements.
- Administration and monitoring requirements.
- Troubleshooting LASRA Tool.
- Error messages, definitions, and recommendations.

Subtask 8.2 - LASRA Tool Source Code Document (SCD)

Contractor shall draft a LASRA Tool Source Code Document ("SCD"), which includes, but is not limited to, all LASRA Tool algorithms as well as the Weight Factors used to determine Inmate Risk Assessment Scores, Risk Levels, and Cut-Points. Contractor shall fully explain the Source Code in narrative format, provide the County with the building blocks of the Source Code, and provide guidelines for modifying the Source Code. Contractor shall prepare a draft SCD for County's Project Manager's review and approval.

Subtask 8.3 – Update LWP

Upon approval by the County's Project Manager, the LTD and the SCD will be incorporated into the appropriate section of the LWP (Task 4.0).

DELIVERABLE 8.0 – Additional LASRA Tool Documentation

Deliverable 8.1a – Draft LTD

Deliverable 8.1b – Final LTD

Deliverable 8.2a – Draft SCD

Deliverable 8.2b – Final SCD

Deliverable 8.3 – Updated LWP

TASK 9.0 – Provide Static Risk Assessment, Application and Training

Contractor shall collaborate with the Department to:

- Develop strategy and provide recommendations for maximizing LASRA Tool's risk assessment potential; and
- Develop educational documents on the principles and practical application of static risk assessment tools such as the LASRA Tool to triage and evaluate inmates.

Subtask 9.1 - Propose Future State of Department's Risk Assessment

Contractor shall work with the Department to make recommendations for administration of inmate risk assessment and procedures to revise or implement new policy and procedures, staff training and education, quality assurance, eligibility requirements, and monitoring recidivism outcomes for effectiveness.

The outcome of these collaborations and recommendations will be formalized and presented to the County's Project Director for approval. Upon approval, the recommendations will be incorporated into the LWP (Task 4.0).

Subtask 9.2 - Risk Assessment Training Sessions

Contractor shall conduct three (3) eight-hour instructional sessions for a maximum number of 15 selected users identified by the Department. These instructional sessions, led by Contractor, shall take place at the Department's facilities, to be determined by County's Project Director. Contractor shall provide the County's Project Director with subject training materials for approval.

Contractor's training curriculum shall include, but is not limited to:

- Static Risk Assessment: Theory, evolution, principles, and an overview of Static Risk Assessment program implementations in correctional facilities.
- Static Risk Assessment: Interpretation of results, utilization, and practice.
- Understanding and interpreting LASRA Tool's recidivism risk calculations for Inmate Risk Assessment Scores and Risk Levels.
- Understanding the strengths and weaknesses of the LASRA Tool and other RSA tools.
- A review of the LWP (Task 4.0).

DELIVERABLE 9.0 – Static Risk Assessment, Application and Training

Deliverable 9.1a – Draft Proposed Future State of Department's Risk Assessment Recommendations

Deliverable 9.1b – Final Proposed Future State of Department's Risk Assessment Recommendations

Deliverable 9.1c – Updated LWP

Deliverable 9.2a – Draft Risk Assessment Training Materials

Deliverable 9.2b – Final Risk Assessment Training Materials

Deliverable 9.2c – Risk Assessment Training

TASK 10.0 – Achieve LASRA Tool Final Acceptance

Contractor shall maintain the LASRA Tool for a full continuous uninterrupted 60-day period commencing upon Go-Live. In the event a Deficiency causes interruption in the operation of the LASRA Tool during this 60-day period, Contractor shall correct such deficiency and restart the 60-day period.

DELIVERABLE 10.0 – LASRA Tool Final Acceptance

The LASRA Tool shall achieve "Final Acceptance" following completion of, and Department's written approval of, all Required Services associated with this SOW (Tasks 1.0 through 10.0), and Department's issuance to Contractor of a signed Final Acceptance Certificate in the form substantially similar to that specified in Exhibit T (Final Acceptance Certificate).

3.0 PROJECT ASSUMPTIONS

3.1 General

The installation assumptions set forth in this Section 3.0 will apply to this SOW.

Department will provide Contractor with access to Department facilities and as well as technical, administrative, and Subject Matter Expert staff assigned to assist Contractor, all subject to county's background clearance process. County staff will, when appropriate and necessary, perform specific Tasks of this SOW that require collaboration from the Department, as determined by County Project Manager.

All Deliverable documentation created by Contractor for this engagement shall be made available to County in both hard copy and soft copy formats. Unless otherwise specified by the Department, the soft copy format will be a Microsoft Office Suite document, with Contractor to be responsible for providing all personal computing devices and software (e.g. Microsoft Office) for its staff.

3.2 People Resources

Contractor shall accommodate the pairing of its implementation resources with the appropriate Department resources to facilitate knowledge transfer during implementation and validation of the LASRA Tool. The appropriate hours and resource effort to facilitate this knowledge transfer will be up to the discretion and decision of the Contractor's Project Manager, contingent on the impact to the overall Project Schedule.

3.3 Technology

- Any changes in the scope of the Tasks of this SOW or any inaccuracies in the requirements will necessitate a change to this SOW in accordance with the Change Notice process described in Paragraph 8 (Change Notice and Amendments) of the Contract;
- Contractor will not be responsible for the inability to create baseline data due to failures outside of Contractor's control, including corrupted baseline data. Changes in the Project associated with recovery from such events will be made in accordance with the Change Notice process described in Paragraph 8 (Change Notice and Amendments) of the Contract;
- Contractor is not responsible for the provision and maintenance of any network environment components and circuits, which are owned by the Department;
- The Department has acquired client and server hardware and all requisite software separately, based on Contractor recommended specifications for the LASRA Tool; and
- Appropriate access to the Department's technical staff with physical and administrative access to servers, in the current server environment,

responsible for supporting all appropriate and necessary Tasks of this SOW and ongoing support provided to the Department by Contractor, as required.

3.4 LASRA Tool Final Acceptance

The LASRA Final Acceptance criteria will be based upon the Implementation Validation Plan developed and demonstrated as part of the PCD under Subtask 1.1 (Project Control Document). Contractor shall, for the purpose of validating the LASRA Tool under Subtask 7.2 (Certify LASRA Tool Go-Live), define the validation strategies required for the LASRA Tool in a production environment.

LASRA Tool Final Acceptance will be achieved after the LASRA Tool operates in real production continuously without interruption for 60 days.

In the event the Department and Contractor agree that the Department's hardware, operating environment, network, Third Party Software, or other circumstances outside of the control of Contractor [or not required under this Contract to be provided by Contractor] have contributed to the failure of the LASRA Tool to complete such 60-day operation cycle without interruption, Contractor will not be held liable for such failure. The contributory circumstances will be remedied by the Department within a timeframe mutually agreed to in writing by Contractor and the Department. In the case of Third Party Software supplied by County for the purpose of providing the LASRA Tool, Contractor shall identify to County the particular Third Party Software component(s) causing the Deficiency and shall assist County in repairing and/or de-installing and replacing such Third Party Software component(s), or any part thereof, which fail to function according to the applicable specifications, as determined by County's Project Director. Contractor shall be responsible for the balance of time needed to complete the 60-day real-time operation period. Additional time requested by Contractor, and approved by the County Project Director, for the purposes of reloading data and restarting the LASRA Tool, shall not be included in the 60-day period.

If, at any time during the 60-day period, the Department and Contractor mutually determine that the LASRA Tool has failed to pass validation tasks due to Deficiencies in the LASRA Tool, including any customization thereto, Contractor shall correct, at Contractor's sole expense, any such non-conformance and re-start any Deliverable Task or Subtask, or any portion thereof, contained in this SOW, as determined by the County's Project Director, as described in this Paragraph 3.4. In such event, the 60-day cycle shall be restarted in its entirety.

Upon satisfaction of the foregoing by Contractor, Contractor shall deliver to the Department for the Department's signature a LASRA Final Acceptance Certificate (Exhibit T), subject to the delivery of: (1) A letter from the UCI Regents or designee authorizing the County to utilize the LASRA Tool in perpetuity and update the Tool as needed to comply with future changes in

technology, (2) the Source Code for the Tool to enable County to perform such updates; and (3) all final-form documentation produced for the LASRA Tool.

3.5 LASRA Maintenance

Upon Final Acceptance by County after signing in on the Final Acceptance Certificate, County will engage qualified County staff, who have demonstrated proficiency with the LASRA Tool software platform based on Contractor's transfer of knowledge, to maintain the LASRA Tool in perpetuity. Contractor shall have no responsibility to maintain the LASRA Tool under this Contract as part of Required Services. Contractor recognizes and County agrees that Contractor is not obligated to perform maintenance of the Tool under any future Contract with the County, with or without consideration therein.

3.6 Optional Services

Notwithstanding Paragraph 3.5 (LASRA Maintenance) above, County may request that Contractor provide Optional Services during the term of the Contract following Final Acceptance, which may include software modifications, consulting services and other professional services.

Following County's written request for such Optional Services, Contractor shall submit to County for approval a not-to-exceed Maximum Fixed Price calculated based on the Fixed Hourly Rate and other pricing terms set forth in this Contract. County and Contractor shall agree on the Work Order for the tasks and deliverables to be performed and the Maximum Fixed Price for such Optional Services.

Contractor may invoice County for any such Optional Services only for the actual number of hours expended by Contractor and Contractor's cost for providing such Optional Services based on such actual number of hours, which shall not exceed the agreed upon Maximum Fixed Price, in the manner outlined in Paragraph 5.5 (Invoices and Payments) of the Base Contract. All Optional Services provided by Contractor under this Contract shall be subject to County's written approval in accordance with the terms of this Contract before payment therefor. The Fixed Hourly Rate set forth in Exhibit B (Pricing Schedule) shall not increase during the term of the Contract.

Notwithstanding the foregoing, Contractor recognizes and County agrees that Contractor is not obligated to provide Optional Services to the County, with or without consideration therein.

3.7 LASRA Project Team Responsibilities

- Provide Contractor's Project Director with relevant Department organization charts;
- Provide direction to County's Project Manager, coordinate Contractor's execution of all Tasks and Deliverables, and facilitate Contractor relations;

- Dispute resolution arbitration; and
- Approval authority for LASRA Tool Final Acceptance.

4.0 PROJECT REVIEW AND ACCEPTANCE

4.1 Task/Deliverable Summary Review Form

Contractor shall submit a Task/Deliverable Approval Certificate (Exhibit U) for all work to County's Project Director, for each Task/Deliverable outlined in this SOW, as further detailed in Exhibit B (Pricing Schedule), together with any supporting documentation requested by the Department for County's Project Director's review.

All work shall be completed in accordance with the requirements and specifications set forth in the Contract and the PCD and must be approved by the County's Project Director as evidenced by the County's Project Director's countersignature on the applicable Task/Deliverable Approval Certificate (Exhibit U). County's Project Director shall review each element of work provided by Contractor, including all Tasks, Subtasks, Deliverables and other Services required therein and provided by Contractor pursuant to the Contract, within the time frames set forth in the Project Control Document.

4.2 Document Review Process

When Contractor creates documentation as part of the Project, each documented deliverable will initially be developed in draft form.

When the draft document is complete, the Contractor's Project Manager shall submit the initial release document to the County's Project Manager for review and comment. The County's Project Manager will be responsible for distributing copies of the initial release document for internal review. The County's Project Manager is responsible for providing the Department's comments and a clearly marked version of the draft document to Contractor's Project Manager. The County's Project Manager will have ten (10) Business Days to review and return comments to Contractor's Project Manager. Contractor shall review and evaluate the Department's comments and respond accordingly. The Department's comments and Contractor's recommendations will be discussed and integrated into a final version of the documented deliverable to be provided by Contractor to the County's Project Manager.

EXHIBIT B
LASRA PRICING SCHEDULE

FOR
LASRA CONSULTING SERVICES

Exhibit B (Pricing Schedule)

PRICING SCHEDULE
LASRA CONSULTING SERVICES

Deliverables (Pay Points)	Cost Per Deliverable	Less Invoice Holdback (15%)	Total Per Deliverable	UCI's Timeline	Holdbacks Reimbursable (upon receipt of County's Acceptance)	Notes
1.0 – Project Planning and Management	$20,000.00	$3,000.00	$17,000.00		$3,000.00	
2.0 – Data Requirements and Samples	$15,000.00	$2,250.00	$12,750.00		$2,250.00	
3.0 – Deliver and Validate Beta LASRA Tool	$65,000.00	$9,750.00	$55,250.00		$9,750.00	
4.0 – LASRA Working Paper (LWP)	$50,000.00	$7,500.00	$42,500.00		$7,500.00	
5.0 – LASRA Tool	$40,000.00	$6,000.00	$34,000.00		$6,000.00	
6.0 – Deliver and Validate LASRA Tool	$45,000.00	$6,750.00	$38,250.00		$6,750.00	
7.0 – LASRA Tool Go-Live	$15,000.00	$2,250.00	$12,750.00		$2,250.00	
8.0 – Additional LASRA Tool Documentation	$20,000.00	$3,000.00	$17,000.00		$3,000.00	
9.0 – Static Risk Assessment, Application, and Training	$20,000.00	$3,000.00	$17,000.00		$3,000.00	
10.0 – Final LASRA Acceptance	$10,000.00	0	$10,000.00		$43,500.00	Payment of 15% Holdbacks Payable after 60 Day System Warranty Period
	$300,000.00		**$256,500.00**		**$300,000.00**	

County's POOL DOLLAR allocation for Optional Work: ***$50,000.00*** *(pursuant to Exhibit A (SOW), Paragraph 3.6)*

CONTRACT SUM: $350,000.00 *(Base Contract, Paragraph 5.0)*

EXHIBIT C
LASRA TIMELINE

FOR
LASRA CONSULTING SERVICES

EXHIBIT C

LASRA TIMELINE
LASRA CONSULTING SERVICES

MONTHS FROM PROJECT INCEPTION

PROPOSED TIMELINE		1	2	3	4	5	6	7	8	9	10	11	12
TASK 1	Project Planning and Management												
	Sub 1.1 Develop Project Plan and Project Control Document	x											
	Sub 1.2 Provide Ongoing Project Management		x	x	x	x	x	x	x	x	x		
TASK 2	Data Requirements and Samples												
	Sub 2.1 Conduct Data Requirements Sessions		x	x									
	Sub 2.2 Provide Data Requirements Confirmation Report			x									
TASK 3	Deliver and Validate Beta LASRA Tool												
	Sub 3.1 Deliver Beta LASRA Tool			x									
	Sub 3.2 Install Beta LASRA Tool			x									
	Sub 3.3 Provide Beta LASRA Tool Sample Data				x								
	Sub 3.4 Validate Beta LASRA Tool				x								
TASK 4	LASRA Tool Working Paper (LWP)					x							
TASK 5	Develop LASRA Tool						x						
TASK 6	Deliver and Validate Beta LASRA Tool												
	Sub 6.1 Deliver LASRA Tool							x					
	Sub 6.2 Support LASRA Tool Installation							x					
	Sub 6.3 Deliver LASRA Tool Sample Data							x					
	Sub 6.4 Validate LASRA Tool Using Sample Data								x				
TASK 7	Achieve LASRA Tool Go-Live												
	Sub 7.1 Support LASRA Tool Go-Live								x				
	Sub 7.2 Certify LASRA Tool Go-Live								x				
	Sub 7.3 Update the LWP								x				
TASK 8	Additional LASRA Tool Documentation												
	Sub 8.1 LASRA Tool Technical Document (LTD)									x			
	Sub 8.2 LASRA Tool Source Code Document (SCD)									x			
	Sub 8.3 Update LWP									x			
TASK 9	Provide Static Risk Assessment, Application and Training												
	Sub 9.1 Propose Future State of Department's Risk Assessment										x		
	Sub 9.2 Risk Assessment Training Sessions										x	x	
TASK 10	LASRA Tool Final Acceptance												x

Exhibit D

Information Security and Privacy Requirements

to the

Los Angeles County Sheriff's Department Static Risk Assessment (LASRA)

Exhibit D

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Exhibit D (Information Security And Privacy Requirements) is an attachment and addition to the Los Angeles County Sheriff's Department Static Risk Assessment (LASRA) Contract dated _____ , 2015 (the "**Contract**") entered into by and between the Los Angeles County Sheriff's Department ("**LASD**") and the University of California, Irvine ("UCI", "Contractor"). This Exhibit D is incorporated into the Contract by reference and supplements any other terms and conditions relating to confidentiality and security set forth in the Contract. Any terms with the initial letter capitalized, which are not defined herein, shall have the meanings given to such terms in Paragraph 2 (Definitions) of the Base Contract.

This Exhibit D (Information Security and Privacy Requirements) sets forth information security procedures to be established by Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract. These procedures are in addition to the requirements of the Contract between the parties. These procedures provide a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personally Identifiable Information (as defined below) and County's Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Exhibit D (Information Security and Privacy Requirements) shall constitute a material, non-curable breach of the Contract by Contractor, entitling the Sheriff, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract.

1. **Security Policy**. Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. **Removable Media**. Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by LASD in writing, Contractor shall institute strict physical and logical security controls to prevent transfer of Personally Identifiable Information to any form of Removable Media. For purposes of this Exhibit D (Information Security and Privacy Requirements), "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

3. **Storage, Transmission, and Destruction of Personally Identifiable Information.** All Personally Identifiable Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals, as amended and supplemented by the California Civil Code section 1798 et seq. Without limiting the generality of the foregoing, Contractor shall encrypt (i.e., National Institute of Standards and Technology (NIST) Special Publication

(SP) 800-111 Guide to Storage Encryption Technologies for End User Devices[1]) all Personally Identifiable Information (stored and during transmission). If Personally Identifiable Information is no longer required to be retained by Contractor under the Contract and applicable law, Contractor shall destroy such Personally Identifiable Information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Personally Identifiable Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Personally Identifiable Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization[2] and US Department of Defense (DOD) 5220.22-M data sanitization and clearing directive[3] such that the Personally Identifiable Information cannot be retrieved.

4. **Data Control; Media Disposal and Servicing**. Subject to and without limiting the requirements under Section 3 (Storage, Transmission and Destruction of Protected Personally Identifiable Information and County Confidential Information): County's Confidential Information, including Personally Identifiable Information, (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the Sheriff in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using industry standard encryption technology in accordance with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-52 Guidelines for the Selection and use of Transport Layer Security Implementations[4]; and (iii) if transferred using Removable Media (as defined above), must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices[5]. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County's Confidential Information, including Personally Identifiable Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88, Guidelines for Media Sanitization[6]).

5. **Security Incident.** A **"Security Incident"** shall have the meaning given to such term in 45 C.F.R. § 164.304.

   a. Contractor shall promptly notify (but in no event later than twenty-four (24) hours after the detection of a Security Incident) the designated Sheriff security contact by

[1] Available at http://www.csrc.nist.gov/
[2] Available at http://www.csrc.nist.gov/
[3] Available at http://www.dtic.mil/whs/directives/corres/pdf/522022MSup1.pdf
[4] Available at http://www.csrc.nist.gov/
[5] Available at http://www.csrc.nist.gov/
[6] Available at http://www.csrc.nist.gov/

telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.

b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.

6. **Confidentiality**

a. **Treatment of Confidential Information.** Each party under the Contract recognizes the importance of the other party's Confidential Information. In particular, each Party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither party would enter into this Contract without assurance that such information and the value thereof will be protected as provided in this Section 6 (Confidentiality) and elsewhere in the Contract. Accordingly, each party agrees as follows: (a) the party receiving Confidential Information (**"Receiving Party"**) will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Contract. Without limiting the foregoing, the Receiving Party shall use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like importance; (b) the Receiving Party may disclose or provide access to its responsible employees, agents, and consultants who have a need to know and may make copies of Confidential Information only to the extent reasonably necessary to carry out its obligations hereunder; and (c) the Receiving Party currently has, and in the future will maintain in effect and enforce, rules and policies to protect against access to or use or disclosure of Confidential Information other than in accordance with this Contract, including without limitation written instruction to and agreements with employees, agents, or consultants who are bound by an obligation of confidentiality no less restrictive than set forth in this Contract to ensure that such employees, agents, and consultants protect the confidentiality of Confidential Information including this Section 6 (Confidentiality). The Receiving Party will require its employees, agents, and consultants not to disclose Confidential Information to third-parties, including without limitation customers, subcontractors, or consultants, without prior written consent of the party disclosing Confidential Information (**"Disclosing Party"**), will notify the Disclosing Party immediately of any unauthorized disclosure or use, and will cooperate with the Disclosing Party to protect all proprietary rights in and ownership of its Confidential Information.

b. **County Data.** All of the County Confidential Information, data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Contract (**"County Data"**), shall be and remain the property of the Sheriff, and the Sheriff shall retain exclusive rights and ownership thereto. The data of County shall not

be used by Contractor for any purpose other than as required under this Contract, nor shall such data or any part of such data be disclosed, sold, assigned, leased, or otherwise disposed of to third-parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents. County Data provided to UCI shall be permanently deleted after completion of the project. This includes the Sheriff's sample data used for the development of the LASRA Tool. County Data shall not be retained by UCI and shall be discarded consistent with Los Angeles County Policy #3.040 (General Records Retention and Protection of Records[7]) containing Personal and Confidential Information.

c. **Personally Identifiable Information. "Personally Identifiable Information"** shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, or personal preferences, demographic data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal information," and "Personally Identifiable Information" as that term is defined in California Civil Code section 1798.29 and EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.

i. Personally Identifiable Information. In connection with this Contract and performance of the services, Contractor may be provided or obtain, from LASD or otherwise, Personally Identifiable Information pertaining to LASD's current and prospective personnel, directors and officers, subcontractors, and offenders and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.

ii. Treatment of Personally Identifiable Information. Without limiting any other warranty or obligations specified in this Contract, and in particular the confidentiality provisions of Paragraph 63 (Confidentiality and Security) of the Base Contract, during the term of this Contract and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third-party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by LASD. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Contract, and (b) all applicable local, state, and federal

7. Available at http://countypolicy.co.la.ca.us/

laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).

iii. Retention of Personally Identifiable Information. Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.

d. **Return of Confidential Information.** Upon the Sheriff's written request or expiration or termination of this Contract for any reason, Contractor shall promptly: (a) return or destroy, at LASD's option, all originals and copies of all documents and materials it has received containing County's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (c) deliver or destroy, at the Sheriff's option, all originals and copies of all summaries, records, modifications, and other documents or materials prepared by Contractor and provide a notarized written statement to the Sheriff certifying that all documents and materials have been delivered to the Sheriff or destroyed, as requested by the Sheriff. On termination or expiration of this Contract, the Sheriff will return or destroy all Contractor's Confidential Information (excluding items licensed to the Sheriff hereunder or that are required for use of the deliverables under the Contract), at Contractor's option.

EXHIBIT E

CONTRACTOR'S EEO CERTIFICATION

FOR

LASRA CONSULTING SERVICES

EXHIBIT E

CONTRACTOR'S EEO CERTIFICATION

REGENTS OF THE UNIVERSITY OF CALIFORNIA
Contractor Name

5171 California Avenue, Suite 150, Irvine, Ca 92697-7600
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, Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT F

COUNTY'S ADMINISTRATION

FOR

LASRA CONSULTING SERVICES

EXHIBIT F
COUNTY'S ADMINISTRATION

COUNTY PROJECT DIRECTOR:

Paula Tokar, Captain
Los Angeles County Sheriff's Department
Correctional Services Division
450 Bauchet Street
Los Angeles, California 90012
Phone: (213) 473-6039
Fax: (323) 415-2566
e-mail: pltokar@lasd.org

COUNTY PROJECT MANAGER:

Scott Goodwin, Information Technology Manager
Los Angeles County Sheriff's Department
Correctional Services Division
12440 East Imperial Highway
Norwalk, California 90650
Phone: (562) 345-4149
Fax: (323) 415-6599
e-mail: srgoodwi@lasd.org

SHERIFF'S ACCOUNTS PAYABLE:

Los Angeles County Sheriff's Department
Accounts Payable Section – Contracts Billing
211 West Temple Street, 6th Floor
Los Angeles, California 90012

SHERIFF'S CONTRACTS UNIT:

Assistant Director
Los Angeles County Sheriff's Department
Fiscal Administration – Contracts Unit
211 West Temple Street, 6th Floor West
Los Angeles, California 90012
Phone: (213) 229-3260
Fax: (323) 415-1069
e-mail: scousin@lasd.org

SHERIFF'S CONTRACT COMPLIANCE UNIT:

Contract Compliance Manager
Los Angeles County Sheriff's Department
Contract Compliance unit
211 West Temple Street, 5th Floor South
Los Angeles, California 90012
Fax: (323) 415-1274

EXHIBIT G

CONTRACTOR'S ADMINISTRATION

FOR

LASRA CONSULTING SERVICES

CONTRACTOR'S ADMINISTRATION
EXHIBIT G

CONTRACTOR PROJECT MANAGER:

Susan Turner, Ph.D., Director
University of California, Irvine
Center for Evidence-Based Corrections
Social Ecology II, Room 3336
5171 California Avenue,
Irvine, California 92697-7080
Phone: (949) 824-6943
Fax: (949) 824-0302
e-mail: sfturner@uci.edu

EXHIBIT H

RAND SUBCONTRACT WITH UCI

PLACEHOLDER

FOR

LASRA CONSULTING SERVICES

EXHIBIT I

JURY SERVICE ORDINANCE

FOR

LASRA CONSULTING SERVICES

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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,

2.203.070. 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)

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), (2002)

EXHIBIT J

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION

FOR

LASRA CONSULTING SERVICES

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

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

Company Name: Regents of the University of California		
Company Address: 5171 California Avenue, Suite 150		
City: Irvine	State: CA	Zip Code: 92697-7600
Telephone Number:		
Agreement for LASRA Consulting Services		

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

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

- ❑ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ❑ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

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

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

OR

Part II: Certification of Compliance

- ❑ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents.

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

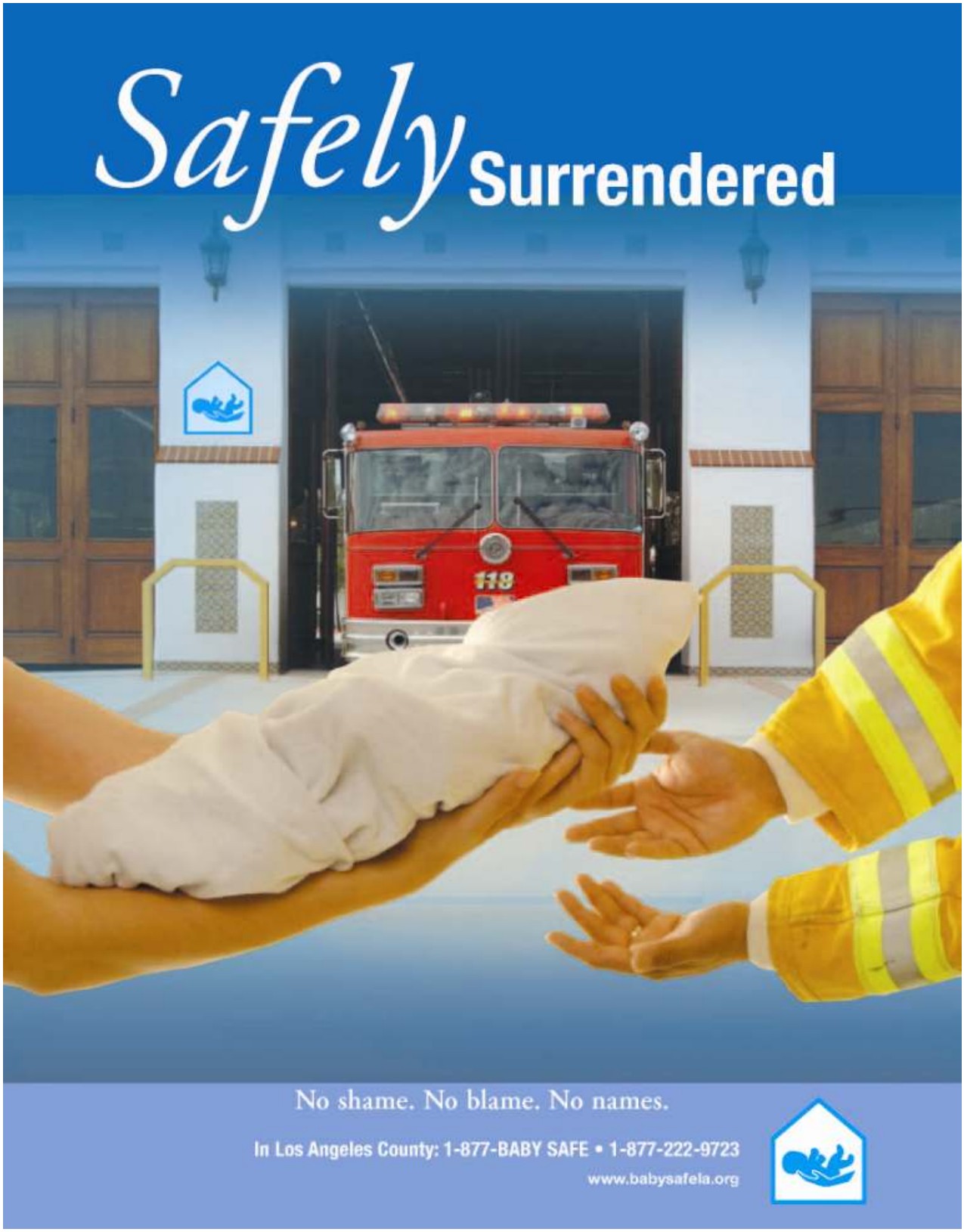
Print Name:	Title:
Signature:	Date:

EXHIBIT K

SAFELY SURRENDERED BABY LAW

FOR

LASRA CONSULTING SERVICES


Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered Baby Law

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

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
119
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.

EXHIBIT L

DEFAULTED PROPERTY TAX REDUCTION PROGRAM ORDINANCE

FOR

LASRA CONSULTING SERVICES

EXHIBIT L

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:
A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

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

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

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

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

EXHIBIT M

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

LASRA CONSULTING SERVICES

EXHIBIT M

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

Company Name: Regents of the University of California		
Company Address: 5171 California Avenue, Suite 150		
City: Irvine	State: CA	Zip Code: 92697-7600
Telephone Number:	Email address:	
Agreement Number		

The Contractor certifies that:

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

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

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

- OR -

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

_____

_____

_____

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

Print Name:	Title:
Signature:	Date:

EXHIBIT N

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN-GROW PARTICIPANTS

FOR

LASRA CONSULTING SERVICES

EXHIBIT N

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

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

Contractor shall complete all of the following information and sign where indicated below.

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

_____YES (subject to verification by County) _____NO

B. Contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants. Contractors shall report all job openings with job requirements to GainGrow@dpss.lacounty.gov to obtain a list of qualitied GAIN/GROW job candidates.

_____YES _____NO

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

_____YES _____NO _____N/A (Program not available)

Contractor: ___Regents of the University of California_____

Signature: _____

Print Name:_____

Title: _____ Date: _____

Tel.#: _____ Fax #:_____

Updated 7/22/14

EXHIBIT O

CERTIFICATION OF NO CONFLICT OF INTEREST

FOR

LASRA CONSULTING SERVICES

EXHIBIT O

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

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

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

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

Regents of the University of California

_____

Contractor Name

_____

Contractor Official Title

_____

Official's Signature

EXHIBIT P

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

FOR

LASRA CONSULTING SERVICES

EXHIBIT P
FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Contractor certifies that:

1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;

2) that all persons acting on behalf of the Contractor's organization have and will comply with it during the Agreement Term; and

3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature:_____

Date:_____

EXHIBIT Q

IRS NOTICE 1015

FOR

LASRA CONSULTING SERVICES

Exhibit Q

IRS NOTICE 1015

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2012)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

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

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2013.

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

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

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

How Do My Employees Claim the EIC?

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

Notice 1015 (Rev. 12-2012)
Cat. No. 20599I

EXHIBIT R

INVOICE DISCREPANCY REPORT

FOR

LASRA CONSULTING SERVICES

INVOICE DISCREPANCY REPORT

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

   Today's Date: _____

   Contractor: _____

   Phone Number: _____

   Date of Subject Invoice: _____

   Description of Issues with Subject Invoice:

   _____

   _____

   _____

   Signed: _____ Date: _____
   County Project Manager

2. **REVIEWED**:

   Signed: _____ Date: _____
   County Project Director

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

   Date received from County Project Manager: _____

   Explanation regarding Issues with Subject Invoice: _____

   _____

   _____

   Corrective Action Taken: _____

   _____

   _____

   Signed: _____ Date: _____
   Contractor Project Director

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

   _____

   _____

   _____

5. **Approved by COUNTY**:

   _____ Date: _____

   _____ Date: _____

6. **Contractor Notified on**_____ (Date)

INSTRUCTIONS
County Project Manager: Forward IDR to the Contractor for investigation and response.
Contractor: Must respond to County Project Manager in writing within ten (10) days of receipt of IDR.
County Project Manager: Forward completed IDR to Contracts Unit.

EXHIBIT S

CONTRACT DISCREPANCY REPORT

FOR

LASRA CONSULTING SERVICES

EXHIBIT S

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS:_____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action):_____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

_____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS:_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date

_____

Contractor Representative's Signature and Date

_____

EXHIBIT T

FINAL ACCEPTANCE CERTIFICATE

FOR

LASRA CONSULTING SERVICES

PROJECT IDENTIFICATION[1]

Contract Number and Date:

Contractor Name:

Date Final Acceptance Certificate Submitted:

Acceptance Date:

Re-Submission: YES NO

If yes list past Submissions:

Date of Past Rejections	Reason for Rejection

DELIVERABLE INFORMATION (If appropriate, information for multiple Deliverables may be included for approval on a single acceptance form.)

Deliverable # **8.2**	Deliverable Date:
Deliverable Name:	
Deliverable Definition:	
Deliverable Acceptance Criteria:	

Deliverable Definition: A detailed definition of this Deliverable with respect to which this LASRA Acceptance Certificate is being submitted, as such is described in the Statement of Work and the PCD.
Acceptance Criteria: For the LASRA tool, list the acceptance criteria which must be met in order to achieve such County's Acceptance of such Deliverable, as set forth in the PCD.

[1] Capitalized terms used in this Final Acceptance Certificate have the meanings given to such terms in the Contract identified by Contract Number and Date above (the "Contract") or, if not defined therein, in Exhibit A (Statement of Work) to the Contract (the "Statement of Work").

CERTIFICATION BY CONTRACTOR:

By its signature below, Contractor hereby certifies to County that as of the date of this LASRA System Acceptance Certificate, it has satisfied all conditions precedent in the Contract, including the Exhibits thereto to the completion of the LASRA Tool (the Deliverable) set forth above, including satisfaction of the acceptance criteria applicable to such Deliverable and County's approval of the Work performed in connection with the achievement of such Deliverable. Contractor further represents and warrants that the Work performed in respect of the described Deliverable has been completed in accordance with the Exhibit A (Statement of Work). Attached hereto is a copy of all supporting documentation required pursuant to the Contract and Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.

Contractor: _____ Date: _____
Contractor Project Director

COUNTY REVIEWER INFORMATION

Reviewer 1

Reviewer Name: Dept: Role:

Deliverable Name:

Recommended Action: Approve Reject

Reviewer Comments:

Reviewer Signature:_____ Date:

Reviewer 2

Reviewer Name: Dept: Role:

Deliverable Name:

Recommended Action: Approve Reject

Reviewer Comments:

Reviewer Signature:_____ Date:

COUNTY APPROVER INFORMATION

Approver Name: Role: County Project Director

Deliverable Name:

Action Approve: Reject:

Approver Comments:

Approver Signature:_____ Date:
County Project Director

EXHIBIT U

TASK/DELIVERABLE APPROVAL CERTIFICATE

FOR

LASRA CONSULTING SERVICES

Los Angeles County Sheriff's Department
LASRA Consulting

Task/Deliverable Approval Certificate

Contract Number: _____

Contract Date: _____

Deliverable Identifier from Statement of Work: _____

Deliverable Identifier from Project Control Document: _____

Deliverable Name: _____

Submission History:

Date Submitted	Accepted or Rejected	Reason for Rejection

CERTIFICATION BY CONTRACTOR: By its signature below, Contractor hereby certifies to County that as of the date of this Task/Deliverable Approval Certificate, it has completed all Tasks and/or Subtasks associated with the Deliverable indicated above and all preceding Tasks and Subtasks, pursuant to the Contract, Statement of Work, and Project Control Document. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Contract and the Statement of Work.

_____

Signature of Contractor Project Director Date

ACCEPTANCE BY COUNTY: By the signatures below, the County accepts the Deliverable.

_____

Signature of County Project Manager Date

_____

Signature of County Project Director Date

Application Number *(CSS Use Only)*

Los Angeles County Sheriff's Department

Application for Access to Custody Facilities

Date Received *(CSS Use Only)*

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

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

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

ANSWER EACH QUESTION

Have you ever used another name, nickname, moniker, or maiden name? □ No □ Yes (If yes, provide additional details below)

Have you ever used another date of birth? □ No □ Yes (If yes, provide additional details below)

Have you ever used another social security number or other identifying number? □ No □ Yes (If yes, provide additional details below)

Have you ever served in the military? □ No □ Yes (If yes, provide additional details below)

Have you ever been a member of a criminal organization or street gang? □ No □ Yes (If yes, provide additional details below)

Have you ever been acquainted with a member of a criminal organization or street gang? □ No □ Yes (If yes, provide additional details below)

Have you ever been arrested? □ No □ Yes (If yes, provide additional details below)

Have you ever been convicted of a misdemeanor or a felony? □ No □ Yes (If yes, provide additional details below)

Do you have a friend or relative who is currently incarcerated? □ No □ Yes (If yes, provide additional details below)

Have you ever previously applied for or been denied access to a custody facility? □ No □ Yes (If yes, provide additional details below)

PROVIDE ADDITIONAL DETAILS AS INDICATED

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

Applicant's Signature _____ Date _____

Application Number *(CSS Use Only)*

Los Angeles County Sheriff's Department

Application for Access to Custody Facilities

Date Received *(CSS Use Only)*

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

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

Applicant's Last Name	First Name	Middle Name	Suffix
Unit or Organization Requesting Access			
Reason For Request			
Unit or Organization Representative's Last Name	First Name	Relationship to Applicant	

Representative's Address	City	State	Zip Code

Representative's Phone Number	Alternate Phone Number	Email Address

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

Unit or Organization Representative's Signature _____ Date _____

Sheriff's Department Unit Operations Supervisor's Last Name	First Name	Rank

Supervisor's Phone Number	Alternate Phone Number	Email Address

CHECK ALL THAT APPLY

□ All Facilities
□ MCJ
□ IRC
□ TTCF
□ Jail Ward
□ CRDF

CHECK ALL THAT APPLY

□ All PDC
□ NCCF
□ North
□ South
□ East
□ Mira Loma

CHECK ALL THAT APPLY

□ Visiting
□ Grounds
□ Escort
□ Non-Escort
□ Employee
□ Other:_____

SELECT ONE

□ 1 Day
□ 2 Days
□ 1 Month
□ 6 Months
□ 1 Year
□ Other:_____

SELECT ONE

□ DMH
□ Program
□ Tour
□ Vendor
□ Volunteer
□ Other:_____

SELECT ONE

□ Routine
□ Expedite
□ Emergency
□ Other:_____

SPECIFY

Date Required:_____

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

Sheriff's Department Unit Operations Supervisor's Signature _____ Date _____

REVIEW AND DISPOSITION *(CSS USE ONLY)*

□ Photocopy of DL / ID Received □ Fingerprints Submitted CII Number: _____

□ Level 1 □ Level 2 □ Level 3 □ Other: _____ □ Approved □ Denied □ Comments: _____

CSS Reviewer's Signature _____ Date _____

CSS Supervisor's Signature _____ Date _____

Chief's Signature _____ Date _____

CSS Unit Commander's Signature _____ Date _____

Chief's Signature _____ Date _____

EXHIBIT V

APPLICATION FOR ACCESS TO CUSTODY FACILITIES

FOR

LASRA CONSULTING SERVICES