

County of Los Angeles Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

SACHI A. HAMAI Chief Executive Officer DATE: Wednesday, November 20, 2019

TIME: 10:00 a.m.

LOCATION: Kenneth Hahn Hall of Administration, Conf. Rm. 830

AGENDA

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed for each item.

CALL TO ORDER 1.

- 2. INFORMATIONAL ITEM(S) [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
 - Α. Board Letter:

APPROVE MODEL MASTER AGREEMENT FOR VESSEL REMOVAL AND **DISPOSAL SERVICES**

Speaker(s): Ron Nohles, Irma Sanatana and Aloett Martin (Sheriff)

В. Board Letter:

> APPROVAL OF AN ANNUAL EQUITABLE SHARING AGREEMENT AND CERTIFICATION FOR FEDERALLY FORFEITED PROPERTY

Speaker(s): Richard Martinez and Liza Vera (Sheriff)

C. **Board Letter:**

> ACCEPT A GRANT AWARD FROM CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR 2018-19 OFF-HIGHWAY MOTOR VEHICLE RECREATION PROGRAM FOR PALMDALE STATION

Speaker(s): Elida Rodriguez and Colleen Murphy (Sheriff)

D. **Board Letter:**

> ACCEPT A GRANT AWARD FROM CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR 2018-19 OFF-HIGHWAY MOTOR VEHICLE RECREATION PROGRAM FOR SANTA CLARITA STATION

Speaker(s): Elida Rodriguez and Colleen Murphy (Sheriff)

E. Board Letter:

> OF CONTRACT WITH NORTHROP APPROVAL GRUMMAN SYSTEMS FOR MAINTENANCE OF THE CORPORATION CONSOLIDATED PROTECTION DISTRICT'S COMPUTER AIDED DISPATCHING SYSTEM

Speaker(s): Christopher Anderson and Thomas Ewald (Fire)

Wednesday, November 20, 2019

F. Board Letter:

APPROVE MASTER AGREEMENT FOR AS-NEEDED FORENSIC PATHOLOGY SERVICES

Speaker(s): Jonathan R. Lucas and Paul Parker (Medical Examiner-Coroner)

3. PRESENTATION/DISCUSSION ITEM(S):

A. Board Briefing:

PROBATION OVERSIGHT COMMISSION

Speaker(s): Jeramy Gray (Executive Office, Board of Supervisors)

B. Board Letter:

APPROVAL OF AGREEMENT WITH DATAWORKS PLUS, LLC FOR A CRIMINAL

BOOKING SYSTEM

Speaker(s): Derek Sabatini and Alejandra Madera (Sheriff)

4. PUBLIC COMMENT

(2 minutes each speaker)

- 5. ADJOURNMENT
- 6. UPCOMING ITEM(S):

NOVEMBER 27, 2019 MEETING IS CANCELLED. HAPPY HOLIDAY'S!

December 3, 2019

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

Dear Supervisors:

APPROVE MODEL MASTER AGREEMENT FOR VESSEL REMOVAL AND DISPOSAL SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of a Model Master Agreement (Model Agreement) for Vessel Removal and Disposal Services (Services) from County waterways by independent contractors on an as-needed basis for the Department's Marina del Rey (MDR) Sheriff's Station.

IT IS RECOMMENDED THAT THE BOARD:

- Approve the attached Model Agreement for a term of five years with an option to extend for up to five additional one-year option periods, for a total term not to exceed ten years. Services will be funded primarily by grant funds from the State of California Department of Parks and Recreation, Division of Boating and Waterways (DBW), Surrendered and Abandoned Vessel Exchange (SAVE) Program.
- 2. Delegate authority to the Sheriff, or his designee, to execute Master Agreements (Agreements) substantially similar to the attached Model Agreement with qualified contractors, commencing upon execution by the Sheriff and terminating five years from the date the Board approves the Model Agreement, with five additional oneyear option periods, to meet the needs of the Department.

3. Delegate authority to the Sheriff, or his designee, to execute Amendments and Change Orders to the Agreements as set forth throughout the Model Agreement including Amendments and Change Orders to: (1) effectuate modifications which do not materially affect any term of the Agreements; (2) add new or revised standard County contract provisions adopted by the Board as required periodically; (3) exercise option terms of the Agreements; and (4) effectuate the assignment and delegation/mergers or acquisitions provision.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will enable the Department's MDR Sheriff's Station to establish Agreements with various qualified contractors to provide Services related to the proper and legal removal, impoundment, storage, and/or disposal of vessels within the jurisdiction of the Department's MDR Sheriff's Station. Services will be acquired solely on an as-needed basis.

Since May 2011, the Department has engaged the Internal Services Department (ISD) to acquire the Services through purchase orders. On April 18, 2019, the Department was informed that ISD preferred not to continue acquiring the Services via purchase order on behalf of the Department, and ISD instead recommended that the Department contract directly for the Services. The final ISD purchase order will expire on December 31, 2019, which is sufficient for the Department to complete the solicitation.

Each year, approximately thirty vessels, generally in a poor state of repair and seaworthiness, are abandoned by the owners. The size of the vessels varies; however, most of the removed vessels are 20-30 feet long. The Department is charged with responsibly removing and disposing of the vessels under the California Harbors and Navigation Code Sections 510 through 527, and under Los Angeles County Code Section 19.12.1070, due to such vessels potentially creating a health and safety hazard.

MDR Sheriff's Station is in the process of accepting and executing a grant award from the Fiscal Year 2019-20 DBW SAVE Program. This will be the thirteenth year MDR has received grant funds. The grant award will subvent MDR Sheriff's Station's cost to eliminate abandoned and submerged vessels from County waterways, and to assist registered owners of recreational vessels who desire to surrender a vessel through the SAVE Program. Grant funding shall not be utilized by for the removal, storage, or disposal of vessels for which the most recent registration or documentation is commercial, even if the registration or documentation is lapsed.

<u>Implementation of Strategic Plan Goals</u>

The recommended actions are consistent with the principles of the County's Strategic Plan, Goal Strategy II.3.1 – Make Environmental Sustainability Our Daily Reality, through improving water quality for all County residents by reducing contamination and waste from County waterways, beaches, harbors, and coastlines; and Goal Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by accepting grant funding and contracting directly for the prompt removal of potentially hazardous vessels from County waterways.

FISCAL IMPACT/FINANCING

The estimated annual cost for this Service is approximately \$88,000. Actual expenditures will be incurred solely on an as-needed basis.

The Department will be reimbursed by a SAVE Program in an amount up to \$80,000 per grant award, and shall be subject to all policies, provisions, and requirements of such grants obtained during the term of the Agreements.

A County contribution of \$8,000 required by the grant is included within the Department's annual budget. Additional Department funds might be used for removal, storage or disposal of vessels not covered by SAVE Program grant requirements, depletion of grant funds, or the absence of a grant offering in any future year of the Agreements.

Expenditure and revenue appropriation in the amount of \$88,000 for these Services is included within the Department's 2019-20 Final Adopted Budget. The Department will ensure sufficient funds are budgeted and appropriated in future fiscal years for the term of the Agreements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current ISD purchase order will expire on December 31, 2019.

The Model Agreement was determined to be a Non-Proposition A Agreement due to Services being used intermittently on an as-needed basis.

The Living Wage Program (County Code Chapter 2.2001) does not apply to the recommended Model Agreement.

Services will be acquired through as-needed work orders. The County procedure for issuing work orders to contractors is described in the Model Agreement. Contractors

shall be selected under competitive bidding procedures, unless circumstances justify otherwise.

The Model Agreement includes all County required provisions and requirements, including Jury Service, Safely Surrendered Baby Law, Defaulted Property Tax Reduction Programs, and Zero Tolerance for Human Trafficking Policy.

The Model Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

On September 20, 2019, the Department issued a Request for Statement of Qualifications (RFSQ) for the Services. The RFSQ solicitation was posted on the County's and Department's websites, with an initial closing date of October 25, 2019.

The RFSQ will remain open until the needs of the Department are met.

Upon the Board's approval, the Sheriff will execute Agreements with all qualified contractors.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current Department operations and services.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contracts Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI UNDERSHERIFF

AV:TKM:am

(Fiscal Administration Bureau/Contracts Unit)

c: Board of Supervisors, Justice Deputies

Celia Zavala, Executive Officer, Board of Supervisors

Sachi A. Hamai, Chief Executive Officer

Sheila Williams, Senior Manager, Chief Executive Office (CEO)

Rene Phillips, Manager, CEO

Jocelyn Ventilacion, Principal Analyst, CEO

Anna Petrosyan, Analyst, CEO

Mary C. Wickham, County Counsel

Michele Jackson, Principal Deputy County Counsel

Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit

Timothy K. Murakami, Undersheriff

Dennis M. Kneer, Chief of Staff

Conrad Meredith, Division Director, Administrative Services Division (ASD)

Glen C. Joe, Assistant Division Director, ASD

Christopher L. Johnson, A/Captain, Marina del Rey Station

Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)

Dave E. Culver, Assistant Director, (FAB)

Vanessa C. Chow, Sergeant, ASD

Irma Santana, Manager, Contracts Unit

Ron C. Nohles, Deputy, Central Patrol Division, Marina del Rey Station

Adam R. Wright, Deputy, ASD

Aloett Martin, Contract Analyst, Contracts Unit

(Contracts - Vessel Removal and Disposal Services 12-03-19)

MODEL MASTER AGREEMENT



MASTER AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES

AND

FOR

VESSEL REMOVAL AND DISPOSAL SERVICES

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ATTACHMENT 1 - STATEMENT OF WORK

EXHIBITS

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С	Contractor's EEO Certification		
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Н	Contract Discrepancy Report		
I	Subsequent Executed Work Orders – Incorporated herein by reference		

This Master Agreement is made and entered into this day of	, 2019 by
and between the County of Los Angeles (County) and	(Contractor), to
provide as-needed Vessel Removal and Disposal Services for the L	os Angeles County
Sheriff's Department (Department).	,

RECITALS

WHEREAS, the County may contract with private businesses for as-needed Vessel Removal and Disposal Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Vessel Removal and Disposal Services; and

WHEREAS, this Master Agreement is therefore authorized under California Government Code Section 31000 and otherwise; and

WHEREAS, the Board of Supervisors has authorized the Sheriff or his designee to execute and administer this Master Agreement.

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

1.0 APPLICABLE DOCUMENTS

Attachment 1 and Exhibits A, B, C, D, E, F, G and H which are attached hereto, and Exhibit I, which is not attached hereto but incorporated herein by this reference, form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Attachments/Exhibits, or between Attachments/Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Attachments/Exhibits according to the following priority:

Exhibits:

1.1	Attachment 1	Statement of Work
1.2	Exhibit I	Subsequent Executed Work Orders – Incorporated herein by reference
1.3	Exhibit A	County's Administration
1.4	Exhibit B	Contractor's Administration
1.5	Exhibit C	Contractor's EEO Certification
1.6	Exhibit D	Jury Service Ordinance
1.7	Exhibit E	Safely Surrendered Baby Law
1.8	Exhibit F	Sample Work Order Formats
	1.8.1	Exhibit F1 Sample Work Order
	1.8.2	Exhibit F2 Sample Emergency Work Order
1.9	Exhibit G	Forms Required for Each Work Order Before Work Begins
	1.9.1	Exhibit G1 Certification of Employee Status
	1.9.2	Exhibit G2 Contractor Acknowledgement and Confidentiality Agreement
	1.9.3	Exhibit G3 Contractor Employee Acknowledgement and Confidentiality Agreement
	1.9.4	Exhibit G4 Contractor Non-Employee Acknowledgement and Confidentiality Agreement
1.10	Exhibit H	Contract Discrepancy Report

This Master Agreement and the Attachments/Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to subparagraph 8.1 (Amendments and Change Orders) and signed by both parties.

2.0 **DEFINITIONS**

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

- 2.1 Active Contractor: means a Qualified Contractor who is in compliance with the terms and conditions of this Master Agreement and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- **2.2** Amendment: has the meaning set forth in subparagraph 8.1 (Amendments and Change Orders) of this Master Agreement.
- 2.3 Board: means the Los Angeles County Board of Supervisors.
- 2.4 Business Day: means Monday through Friday, excluding designated County-recognized holidays.
- 2.5 Change Order: has the meaning set forth in subparagraph 8.1 (Amendments and Change Orders) of this Master Agreement.
- **2.6 Contractor:** means the sole proprietor, partnership, corporation or other person or entity that has entered into this Master Agreement with the County as identified in the preamble.
- 2.7 Contractor Project Manager: means the individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award, as further described in subparagraph 7.1 (Contractor Project Manager) of this Master Agreement.
- 2.8 County: means the County of Los Angeles.
- **2.9 County Project Director:** means the individual designated by the County with authority to approve all Work Order solicitations and executions and as further described in subparagraph 6.1 (County Project Director) of this Master Agreement.
- **2.10 County Project Manager:** means the individual designated by the County Project Director to manage the operations under this Master Agreement, as further described in subparagraph 6.2 (County Project Manager) of this Master Agreement.
- **2.11** Day(s): means calendar day(s) unless otherwise specified.
- 2.12 Department: means the Los Angeles County Sheriff's Department.
- **2.13** Fiscal Year: means the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.14 Master Agreement: means the County's standard agreement executed between County and individual Contractors. It sets forth the terms and

- conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- **Qualified Contractor:** means a Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum mandatory qualifications listed in subparagraph 1.4 (Vendor's Minimum Mandatory Qualifications) of the RFSQ, and has an executed Master Agreement with the County.
- 2.16 Sheriff: means the Sheriff of Los Angeles County.
- 2.17 Statement of Work: means a written description of tasks and/or deliverables required by the County, as set forth in Attachment 1 (Statement of Work) to this Master Agreement.
- **2.18 Vessel:** means a ship, boat, or watercraft, either power or sail, inclusive of parts and/or equipment.
- **2.19 Work:** means any and all tasks, subtasks, deliverables, and goods, and other services performed by or on behalf of the Contractor pursuant to this Master Agreement, including the Attachments, Exhibits, fully-executed Amendments and Change Orders, and any subsequent executed Work Orders.
- 2.20 Work Order: means a subordinate agreement executed wholly within and subject to the provisions of this Master Agreement for the performance of tasks and/or provision of deliverables. Unless circumstances justify otherwise, each Work Order shall result from bids, solicited and tendered to County by Active Contractors. Unless otherwise specified, County shall select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No Work shall be performed by Contractor except in accordance with validly bid and executed Work Orders.

3.0 **WORK**

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other Work as set forth in this Master Agreement, including Attachment 1 (Statement of Work), and any fully executed Work Order.
- 3.2 The Contractor acknowledges that, subject to this Paragraph 3.0 (Work), all Work performed under this Master Agreement is payable in arrears on a per-Work Order basis in accordance with the terms and conditions of this Master Agreement, including this Paragraph 3.0 (Work) and Paragraph 5.0 (Contract Sum) of this Master Agreement.
- 3.3 County procedures for issuing and executing Work Orders are as set forth in Paragraph 5.0 (Work Orders) of Attachment 1 (Statement of Work) of this Master Agreement. Work Orders shall generally conform to Exhibit F1 (Sample Work Order) and Exhibit F2 (Sample Emergency Work Order) of this Master Agreement.

- 3.4 If the Contractor provides any task, deliverable, service, or other work to the County that exceeds the scope of the Work Order and/or exceeds the Total Maximum Amount as specified in the Work Order as originally written, or as may be modified from time to time, and or/or performed after the expiration or termination of this Master Agreement, these shall be gratuitous efforts on the part of the Contractor for which the Contractor shall have no claim whatsoever against the County.
- 3.5 The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business. The County does not promise, warrant or guarantee that the County will utilize any particular level of Contractor's service, or any services at all, during the term of the Master Agreement.
- 3.6 The Contractor shall have no claim against the County for payment of money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Master Agreement. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or the termination of this Master Agreement.

4.0 TERM OF MASTER AGREEMENT

- 4.1 The term of this Master Agreement shall commence upon execution by the Sheriff or his designee as authorized by the County Board of Supervisors (Board) and shall terminate on [five (5) years from the date the Board approves the Model Master Agreement], unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County shall have the sole option to extend the term of this Master Agreement for up to five (5) additional one-year periods, for a maximum total Master Agreement term of ten (10) years. Each such option term extension shall be exercised at the sole discretion of the Sheriff or his designee as authorized by the Board of Supervisors and shall be in the form of a written Amendment in accordance with subparagraph 8.1 (Amendments and Change Orders) of this Master Agreement.
- 4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an option term extension.
- 4.3 The Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address provided in Exhibit A (County's Administration) of this Master Agreement.

5.0 CONTRACT SUM

- The Contractor shall not be entitled to any payment by the County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by the County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department by the Board in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement

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

5.4 Invoices and Payments

- 5.4.1 The Contractor shall invoice the County only for providing the tasks, deliverables, services, and other Work specified in Attachment 1 (Statement of Work) of this Master Agreement and validly executed Work Orders. The Contractor shall separately invoice the County for each Work Order.
- 5.4.2 Payment for all Work shall be on a fixed price per deliverable basis, subject to maximum rates and the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with subparagraph 8.25 (Liquidated Damages) of this Master Agreement.

- 5.4.3 The County shall not pay the Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.4 Intentionally Omitted

5.4.5 Invoice Content

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

Each invoice submitted by the Contractor shall specify:

- Invoice number;
- Invoice date:
- Contractor's name, address, and telephone number;
- County Work Order Number and Contractor's Master Agreement Number;
- Dates of service;
- Copy of approved Work Order signed by County Project Director or designee;
- Photograph of the destroyed vessel; and
- The total amount of the invoice.

5.4.6 Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County Project Director or designee, prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval.

5.4.7 The Contractor shall submit invoices within ten (10) Business Days of Work Due Date listed on the Work Order.

5.4.8 Submission of Invoices

The Contractor shall submit an original invoice with a photograph of the destroyed Vessel to the County Project Manager or designee.

5.4.9 Local Small Business Enterprises – Prompt Payment Program

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

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

- 5.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under this Master Agreement with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.5.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.5.4 At any time during the duration of the Master Agreement, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the Department, shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

A listing of all County Administration referenced in the following subparagraphs is designated in Exhibit A (County's Administration) of this Master Agreement. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County Project Director

The responsibilities of the County Project Director may include:

- 6.1.1 Ensuring that the objectives of this Master Agreement are met; and
- 6.1.2 Providing direction to the Contractor, in areas relating to County policy, information requirements, and procedural requirements.

6.2 County Project Manager

The responsibilities of the County Project Manager or designee include:

- 6.2.1 Meeting with the Contractor Project Manager on a regular basis; and
- 6.2.2 Preparing Work Orders; and

6.2.3 Inspecting any and all tasks, deliverables, goods, services, or other Work provided by or on behalf of the Contractor.

The County Project Manager or designee is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate the County in any respect whatsoever.

6.3 Consolidation of Duties

The County reserves the right to consolidate the duties of the County Project Director, which duties are enumerated in subparagraph 6.1 (County Project Director), and the duties of the County Project Manager, which duties are enumerated in subparagraph 6.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as the County's liaison in all matters relating to this Master Agreement. The County will notify to Contractor no later than five (5) Business Days prior to exercising its rights pursuant to this subparagraph 6.3 (Consolidation of Duties).

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor Project Manager

- 7.1.1 A listing of the Contractor's Administration referenced in the following subparagraphs is designated in Exhibit B (Contractor's Administration) of this Master Agreement. The Contractor shall notify the County in writing of any change in the names or addresses shown.
- 7.1.2 The Contractor's Project Manager shall be able to speak, read, and write English, and as a liaison for the Contractor in coordinating the performance of services under this Master Agreement. The Contractor's office must have and provide an email address where the Contractor conducts business.
- 7.1.3 The Contractor Project Manager is designated in Exhibit B (Contractor's Administration) of this Master Agreement. The Contractor shall notify the County in writing of any change in the name or address of the Contractor Project Manager, in accordance with subparagraph 8.1 (Amendments and Change Orders) of this Master Agreement.
- 7.1.4 The Contractor Project Manager shall be available to meet and confer with the County as necessary, in person or by phone.
- 7.1.5 The Contractor Project Manager shall be available by telephone during normal business hours, 8:00 a.m. until 5:00 p.m., Monday through Friday excluding County holidays. The Contractor shall appoint an alternate should the Contractor Project Manager be absent or otherwise unavailable.

7.1.6 The Contractor Project Manager shall provide to the Department emergency contact information in the event an emergency haul out is required after normal business hours.

7.2 Contractor's Authorized Official(s)

- 7.2.1 The Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration) of this Master Agreement. The Contractor shall promptly notify the County in writing of any change in the name(s) or address(es) of the Contractor's Authorized Official(s).
- 7.2.2 The Contractor represents and warrants that all requirements of the Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of the Contractor.

7.3 Approval of Contractor's Staff

The County has the absolute right to approve or disapprove all of the Contractor's staff performing Work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor Project Manager. The Contractor shall provide the County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

- 7.4.1 All of the Contractor's employees assigned to this Master Agreement are required to have a company uniform and/or picture identification (ID) badge on their person and visible at all times. The Contractor bears all expense of the uniform and badging.
- 7.4.2 The Contractor shall notify the County within one (1) Business Day when staff is terminated from working under this Master Agreement.

7.5 Background and Security Investigations

7.5.1 At any time prior to or during the term of this Master Agreement, all Contractor staff, subcontractors, and agents of the Contractor (collectively herein "Contractor's staff) performing services under this Master Agreement may be required to undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of the Contractor's staff passes or fails the background investigation.

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

7.6 Confidentiality

- 7.6.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, the County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this subparagraph 7.6 (Confidentiality), as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under subparagraph 7.6 (Confidentiality) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so.

- The 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 the County without the County's prior written approval.
- 7.6.3 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 The Contractor shall sign and adhere to the provisions Exhibit G2 (Contractor Acknowledgement and Confidentiality Agreement) of this Master Agreement.
- 7.6.5 The Contractor shall cause each employee performing services covered by this Master Agreement to sign and adhere to the provisions Exhibit G3 (Contractor Employee Acknowledgement and Confidentiality Agreement) of this Master Agreement.
- 7.6.6 The Contractor shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit G4 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement) of this Master Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Orders

No representative of either the County or the Contractor, including those named in this Master Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Master Agreement, except through the procedures set forth in this subparagraph 8.1 (Amendments and Change Orders). The County reserves the right to change any portion of the Work required under this Master Agreement, or amend such other terms and conditions, as may become necessary. Any such changes shall be accomplished in the following manner:

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

- this Master Agreement shall be prepared and executed by the Contractor and the Sheriff or designee.
- 8.1.4 Notwithstanding subparagraph 8.1.2 above, for (1) any option term extension of this Master Agreement, or (2) modifications pursuant to subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions) of this Master Agreement, an Amendment to this Master Agreement shall be executed by the Contractor and the Sheriff or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph 8.2 (Assignments and Delegation/Mergers or Acquisitions), County consent shall require a written Amendment to this Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of the 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 the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Master Agreement, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Master Agreement.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason

whatsoever without the County's express prior written approval, shall be a material breach of this Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.3 Authorization Warranty

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

8.4 Complaints

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

- 8.4.1 Within ten (10) Business Days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) Business Days for County approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.4.5 The Contractor shall preliminarily investigate all complaints and notify the County Project Manager of the status of the investigation within five (5) Business Days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) Business Days of mailing to the complainant.

8.5 Compliance with Applicable Laws

8.5.1 In the performance of this Master Agreement, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in

this Master Agreement are hereby incorporated herein by reference.

8.5.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances. directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the indemnification obligations Contractor's under subparagraph 8.5 (Compliance with Applicable Laws) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense. except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The 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 the County without the County's prior written approval.

8.6 Compliance with Civil Rights Laws

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

8.7 Compliance with County's Jury Service Program

8.7.1 Jury Service Program:

This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as

Exhibit D (Jury Service Ordinance) and incorporated by reference into and made part of this Master Agreement.

8.7.2 Written Employee Jury Service Policy

- 1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the 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 (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.
- 2. For purposes of this subparagraph, "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 twelve (12)-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12)-month period are not considered fulltime for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under this Master Agreement, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 3. If the Contractor is not required to comply with the Jury Service Program when this Master Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a

written policy consistent with the Jury Service Program. The County may also require, at any time during this Master Agreement and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the 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 Jury Service Program.

4. The Contractor's violation of this subparagraph of this Master Agreement may constitute a material breach of this Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate this Master Agreement and/or bar the Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph 8.8 shall be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoff or Reemployment

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for

layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

8.10 Consideration of Hiring GAIN-GROW Participants

- Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report iob openings with all doi requirements GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN-GROW job candidates.
- 8.10.2 In the event that both laid-off County employees and GAIN-GROW participants are available for hiring, County employees shall be given first priority.

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 Chapter 2.202 of the County Code

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

8.11.3 Non-responsible Contractor

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

8.11.4 Contractor Hearing Board

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

debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

8.11.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's poster, attached hereto as Exhibit E (Safely Surrendered Baby Law), in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the

subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

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

- 8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 County's Quality Assurance Plan

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

8.15 Damage to County Facilities, Buildings or Grounds

8.15.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the

- Contractor has become aware of such damage, but in no event later than thirty (30) calendar days after the occurrence.
- 8.15.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.16 Employment Eligibility Verification

- 8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.17 Facsimile Representations

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

8.18 Fair Labor Standards

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

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

8.19 Force Majeure

- 8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph 8.19 (Force Majeure) as "force majeure events").
- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the 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 the Contractor to meet the required performance schedule. As used in this subparagraph 8.19 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.19.3 In the event the Contractor's failure to perform arises out of a force majeure event, the Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

8.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the

Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.
- 8.21.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 (Confidentiality) of this Master Agreement.

8.22 Indemnification

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

8.23 General Provisions for All Insurance Coverage

Without limiting the Contractor's indemnification of the County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this subparagraph 8.23 (General Provisions for All Insurance Coverage) and subparagraph 8.24 (Insurance Coverage) of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to the County Contract Compliance Manager listed in Exhibit A (County's Administration) of this Master Agreement.

The 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. The Contractor also shall promptly notify the County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against the Contractor and/or County.

8.23.2 Additional Insured Status and Scope of Coverage

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

8.23.3 Cancellation of or Changes in Insurance

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

8.23.4 Failure to Maintain Insurance

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

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Shall Be Primary

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

8.23.7 Waivers of Subrogation

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

8.23.8 Subcontractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

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

8.23.12 Separation of Insureds

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

8.23.13 Alternative Risk Financing Programs

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

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

- 8.24.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements. Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Worker' Compensation Act, Jones Act or any other federal law for which Contractor is Responsible. In all cases the above insurance shall include Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for nonpayment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- **8.24.4 Marine Liability** insurance with limits of not less than \$5 million for bodily injury and property damage arising out of Contractor's use of water vessels and include Marina Operations coverage for storage of watercrafts by Contractor pursuant to this Master Agreement.
- 8.24.5 Asbestos Liability and/or Contractors Pollution Liability insurance, if remediation of asbestos and/or pollutants is required of Contractor. Such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal, or emission of asbestos and/or pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of asbestos in compliance with governmental mandate or requests. If the asbestos and/or pollutant will be transported from the seized watercraft, asbestos and/or pollution liability is also required under the Contractor's or subcontractor's Automobile Liability and/or Marine Liability Insurance. Contractor shall maintain limits of not less than \$5 million.

8.25 Liquidated Damages

8.25.1 If, in the judgment of the County Project Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the

- Contractor from the County, will be forwarded to the Contractor by the County Project Director in a written notice describing the reasons for said action.
- 8.25.2 If the Sheriff determines that there are deficiencies in the performance of this Master Agreement that the Sheriff or designee, deems are correctable by the Contractor over a certain time span, the Sheriff or designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Sheriff may:
 - (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the monthly contract sum; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
 - (c) Upon giving five (5) Business Days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.25.3 The action noted in subparagraph 8.25.2 above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.
 - 8.25.4 This subparagraph 8.25 (Liquidated Damages) shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in subparagraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

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

8.27 Nondiscrimination and Affirmative Action

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

verify compliance with the provisions of this subparagraph 8.27 (Nondiscrimination and Affirmative Action) when so requested by the County.

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

8.28 Non Exclusivity

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

8.29 Notice of Delays

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

8.30 Notice of Disputes

The Contractor shall bring to the attention of the County Project Manager or designee and/or the County Project Director or designee any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, then the Sheriff or his designee shall resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits A (County's Administration), and Exhibit B (Contractor's Administration) of this Master Agreement. Addresses may be changed by either party giving ten (10) calendar days' prior written notice thereof to the other party. The County Project Director shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

8.35.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to subparagraph 8.37 (Record Retention and Inspection-Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government

Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.36 Publicity

- 8.36.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:
 - The Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.
- 8.36.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this subparagraph 8.36 (Publicity) shall apply.

8.37 Record Retention and Inspection-Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction,

activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.37 (Record Retention and Inspection/Audit Settlement) shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: (a) repaid by the Contractor to the County by cash payment upon demand or (b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.38 Recycled Bond Paper

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

8.39 Subcontracting

- 8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
 - A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.
- 8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to the County Contract Compliance Manager in accordance with Exhibit A (County's Administration) of this Master Agreement before any subcontractor employee may perform work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in subparagraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to subparagraph 8.42 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

- 8.41.1 The County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the 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) calendar days after the notice is sent.
- 8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:
 - Stop work under the Work Order or under this Master Agreement, as identified in such notice;
 - Transfer title and deliver to the County all completed work and work in process; and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with subparagraph 8.37 (Record

Retention and Inspection/Audit Settlement) of this Master Agreement.

8.42 Termination for Default

- 8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, and any Work Order if, in the judgment of County's Project Director or designee:
 - The Contractor has materially breached this Master Agreement;
 - The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
 - The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business Days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in subparagraph 8.42.1 above, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this subparagraph 8.42 (Termination for Default).
- 8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in subparagraph 8.42.2 above if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the

control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.42.4 If, after the County has given notice of termination under the provisions of this subparagraph 8.42 (Termination for Default), it is determined by the County that the Contractor was not in default under the provisions of this subparagraph 8.42 (Termination for Default), or that the default was excusable under the provisions of subparagraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subparagraph 8.41 (Termination for Convenience) of this Master Agreement.
- 8.42.5 The rights and remedies of the County provided in this subparagraph 8.42 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

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

8.44 Termination for Insolvency

- 8.44.1 The County may terminate this Master Agreement and any Work Order forthwith in the event of the occurrence of any of the following:
 - Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.44.2 The rights and remedies of the County provided in this subparagraph 8.44 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

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

8.49 Warranty Against Contingent Fees

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

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

- 8.50.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the 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 the County and its taxpayers.
- 8.50.2 Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

Failure of the Contractor to maintain compliance with the requirements set forth in subparagraph 8.50 (Warranty of Compliance with County's

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

8.52 Time Off for Voting

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

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

- 8.53.1 The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.
- 8.53.2 If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under this Master Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.53.3 Disqualification of any member of the Contractor's staff pursuant to this subparagraph 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

8.54 Intentionally Omitted

8.55 Compliance with Fair Chance Employment Practices

The Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. The Contractor's violation of this subparagraph 8.55 (Compliance with Fair Chance Employment Practices) of this Master Agreement may constitute a material breach of this Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate this Master Agreement and any Work Order.

8.56 Compliance with the County Policy of Equity

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Local Small Business Enterprise (LSBE) Preference Program

- 9.1.1 This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.1.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between this Master Agreement amount and what the County's costs would have been if this Master Agreement had been properly awarded;

- 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10%) percent of the amount of this Master Agreement; and
- 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.2 Social Enterprise (SE) Preference Program

- 9.2.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.2.4 If the Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled. Contractor shall:
 - 1. Pay to the County any difference between this Master Agreement amount and what the County's costs would have been if this Master Agreement had been properly awarded;
 - In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Master Agreement; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.3 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.3.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.3.4 If the Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, the Contractor shall:
 - Pay to the County any difference between this Master Agreement amount and what the County's costs would have been if this Master Agreement had been properly awarded;
 - In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten (10%) percent of the amount of this Master Agreement; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Not withstanding any other remedies in this Master Agreement, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.



MASTER AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND

FOR VESSEL REMOVAL AND DISPOSAL SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Sheriff of Los Angeles County or his designee and Contractor has caused this Master Agreement to be executed by its duly authorized representative, on the dates written below.

COUNTY OF LOS ANGELES
ByALEX VILLANUEVA, SHERIFF
Date
CONTRACTOR
Ву
Printed Name:
Title:
Date:

APPROVED AS TO FORM: MARY C. WICKHAM

County Counsel

Michele Jackson

Principal Deputy County Counsel

ATTACHMENT 1

STATEMENT OF WORK

VESSEL REMOVAL AND DISPOSAL SERVICES



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STATEMENT OF WORK

1.0 SCOPE OF WORK

The Los Angeles County Sheriff's Department (Department) requires the services of Contractors that can provide as-needed Vessel Removal and Disposal Services as described herein. The Contractor shall properly and legally remove Vessels, which will be in varying states of disrepair and seaworthiness, from County waterways as required by the Department's Marina del Rey Sheriff's Station. The Contractor shall also provide services relative to the short-term or temporary storage and/or disposal of such Vessels. Vessels in the possession of the Department are typically located at docks of the Department's Marina del Rey Sheriff's Station, located at 13851 Fiji Way, Marina del Rey, California 90292.

Background

Every year, approximately thirty (30) Vessels are abandoned by their owners because of their state of disrepair and lack of seaworthiness. Most of these Vessels are approximately twenty (20) to thirty (30) feet in length, but varied lengths can be expected. The Department is responsible for the removal and disposal of these Vessels per California Harbors and Navigation Code, Sections 510 through 527, and Los Angeles County Code section 19.12.1070, as they can pose a potential health and safety hazard.

Grant Funding

It is anticipated that services required under the Master Agreement will be funded, either in whole or in part, by a grant from the California State Parks, Division of Boating and Waterways, Surrendered and Abandoned Vessel Exchange (SAVE) grant program for Fiscal Year 2019-2020, and any and all subsequent grant years, and, as such, shall be subject to all policies, provisions, and requirements of such grant(s) or any other grants obtained during the term of this Master Agreement. Grant funding shall not be utilized by the County for removal, storage, or disposal of commercial vessels. Commercial vessels include those vessels for which the most recent registration or documentation was commercial, even though that registration or documentation may have lapsed.

2.0 SPECIFIC WORK REQUIREMENTS

2.1 Haul Out or Removal of Vessels from County Waterways

- 2.1.1 The Contractor shall properly and legally haul out or remove Vessels from County waterways, as requested by the Department.
- 2.1.2 The Contractor shall pick up and tow or otherwise transport Vessels from the Department's Marina del Rey Sheriff's Station's docks, or any other location where the Vessel may be

- located when providing haul out or removal of Vessels and/or services relative to the short-term or temporary storage and/or disposal.
- 2.1.3 The Contractor shall use a hoist, sling, lift, or other type of haul out device to properly and legally haul out or remove Vessels, up to ninety (90) feet in length and up to one hundred and twenty (120) gross tons, from the County waterways, or any other location where the Vessel may be located.
- 2.1.4 Prior to removal of any Vessel, the Contractor shall obtain all necessary permits, authorizations, and documentation necessitated by any applicable provision of law.

2.2 <u>Temporary or Short-Term Storage</u>

- 2.2.1 The Contractor shall provide temporary or short-term storage of Vessels, as requested by the Department.
- 2.2.2 The Contractor shall not release any Vessel to any person without prior authorization from the County Project Director or the County Project Manager.
- 2.2.3 The Contractor shall report security breaches of any type to the County Project Manager immediately. Notifications during normal business hours should be directed to the County Project Manager. Notifications after business hours should be directed to Marina del Rey Sheriff's Station at 310-482-6000.

2.3 Disposal

- 2.3.1 The Contractor shall properly and legally dispose of Vessels, as requested by the Department.
- 2.3.2 The Contractor shall empty the Vessel's fuel tanks and reuse or dispose of gasoline as hazardous waste.
- 2.3.3 The Contractor shall remove and recycle, including but not limited to, the following Vessel parts and fluids:
 - 2.3.3.1 Used oil
 - 2.3.3.2 Used antifreeze
 - 2.3.3.3 Vessel engine (recycle as scrap metal)
 - 2.3.3.4 Any metal with reuse value such as lead, zinc, aluminum

- 2.3.3.5 Refrigerants
- 2.3.3.6 Unused fluids
- 2.3.3.7 Other materials as needed
- 2.3.4 The Contractor shall remove all mercury-containing devices (i.e. some electronic equipment, bilge pump switches, old ship's barometers, fluorescent bulbs) and handle as hazardous waste.
- 2.3.5 The Contractor shall reduce the size of the hull into smaller pieces and show proof (photographs) that the Vessels that are disposed of are incapable of being restored into a seaworthy condition.
- 2.3.6 The Contractor shall provide all photographs of the destroyed Vessel (if possible, showing CF numbers) with the original invoice and corresponding Work Order to the County Project Manager within ten Business Days of Work Due Date, as required in subparagraph 5.4 (Invoices and Payments) of the Master Agreement.
- 2.3.7 The Contractor shall dispose of fuel tanks either as regular solid waste or recycle as scrap metal (pursuant to 40 CFR 261.7) only when a portable or fixed tank for either gasoline or an oil and gasoline mixture is empty, meaning drained of all material that can be removed from the container by normal methods like pouring or pumping, AND no more than one inch (or 3% by weight) of residue remains in the container. If tank is not empty, it shall be disposed of as hazardous waste (pursuant to 40 CFR 262.11).
- 2.3.8 The Contractor shall store fuel tanks awaiting disposal away from ignition sources like heat or sparks.
- 2.3.9 The Contractor shall store cleaning and repair products in leakproof containers with tight-fitting lids, in a manner that prevents contamination of products.
- 2.3.10 The Contractor shall properly label hazardous wastes for storage or disposal, identifying the contents of the container and its hazardous properties.
- 2.3.11 The Contractor shall maintain safe distance between different types of materials/chemicals to prevent cross-contamination and reactions. In fixed storage areas, containers of incompatible wastes shall be separated by means of dike, berm, wall, or similar device.

2.3.12 When a Vessel is disposed of, the Contractor shall completely destroy the Vessel plate (hull identification plate) with the Vessel. Vessel plates are never to be issued to Vessels other than to those which originally assigned.

2.4 Hazardous Materials

- 2.4.1 The Contractor shall be responsible for the proper and lawful handling, abatement, temporary storage, disposal, or recycling of Vessels, parts of any Vessels, hazardous substances, hazardous and solid wastes, fluids, petroleum products, and/or other associated chemicals, hazardous materials and all associated cost(s) thereof.
- 2.4.2 The Contractor shall comply with all local, state, and federal laws, regulations, and certifications pertaining to the treatment, removal, temporary storage, recycling, disposal, or any other handling of hazardous or solid wastes, Vessels or part of any Vessel, materials, fluids, petroleum products, and associated chemicals.
- 2.4.3 The Contractor shall secure any necessary and prudent studies, permits, certifications, and/or authorizations associated with treatment, removal, storage, disposal, or any other handling of hazardous substances, including, but not limited to, toxic waste, petroleum waste, asbestos, and similar substances, prior to the removal and disposal of any Vessel under this Master Agreement.
- 2.4.4 The Contractor shall report any oil spills that may occur while performing services related to this Master Agreement to the National Response Center at 800-424-8802 and the County Project Manager during normal business hours or Marina del Rey Sheriff's Station after business hours at 310-482-6000 if the spill is into navigable waters or adjoining shoreline, water quality standards could be violated, the spill causes a sheen or discoloration, or the spill causes a sludge or emulsion (pursuant to 40 CFR 110).
- 2.4.5 The Contractor shall report a hazardous chemical spill while performing services related to this Master Agreement to the National Response Center at 800-424-8802 and the County Project Manager during normal business hours or Marina del Rey Sheriff's Station after business hours at 310-482-6000 if the release could threaten human health off Contractor's property.

- 2.5 The Contractor shall provide supporting documentation to the County Project Director upon completion of a Work Order relative to the final disposition of the Vessel processed for the Department under the Work Order, including but not limited to a photograph of the destroyed Vessel (if possible, showing CF numbers) and an invoice for services rendered.
 - 2.5.1 All photographs submitted to the Department shall be made by Contractor as a work-for-hire for the County, and such photographs shall be the sole and exclusive property of the County.
 - 2.5.2 The Contractor acknowledges and agrees that the County may grant the California State Parks, Division of Boating and Waterways (DBW) a non-exclusive, perpetual and worldwide right to use, reproduce, publish, copy distribute, alter, license, adopt, and display the photographs as further described in the Grant Agreement between the County and DBW.
 - 2.5.3 The Contractor declares and avows that the photographs provided to the Department are the Contractor's own original works in all respects, that they are free, clear, and unencumbered, and that no part of them is based on any other work, no part infringes the copyright of any person, and that the reproduction, publication, exhibition, or any other use by the County and/or DBW in any form whatever will not in any way, directly or indirectly, infringe on the rights of any person.
 - 2.5.4 The Contractor agrees to indemnify, defend, and hold harmless the County and DBW from and against any and all loss, damage, costs, charges, legal fees, recoveries, judgments, amounts paid in settlement, penalties, and expenses that may be obtained against, imposed on, or suffered by the County and/or DBW by reason of:
 - (a) Any violation or infringement of any proprietary right or copyright; or
 - (b) Any libelous or unlawful matter contained in the photographs.

The Contractor also agrees to indemnify, defend, and hold harmless the County and DBW for any such amounts arising from Contractor's breach of any covenant, representation, or warranty set forth in these subparagraphs 2.5.1 - 2.5.4.

2.6 The Contractor shall maintain complete and thorough records of all costs and charges relating to Vessels processed for the Department and submit such records to the County Project Director upon submission of invoices.

- 2.7 The Contractor shall have, and maintain during the term of the Master Agreement, all local, state, and federal permits, licenses, certifications, and memberships required for Contractor's equipment and operations and required for the performance of Work under this Master Agreement, which may include but not limited to valid business license, hazardous waste and pollution discharge permits, motor carrier permits, vehicle inspection reports, pull notices, and driver's licenses.
- 2.8 The Contractor shall be responsible for providing all necessary supplies and Work equipment required for the provision of services under the Master Agreement. The purchase of all materials/equipment to provide the needed services shall be the sole responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employees.
- 2.9 Contractor shall provide training for all new employees and continuing inservice training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment and materials. All equipment shall be checked daily for safety. All employees shall wear safety and protective gear according to Occupational Safety and Health Administration (OSHA) standards.
- 2.10 The Contractor shall provide adequate traffic control and safety measures at any site where Contractor will perform any Work under this Master Agreement.
- 2.11 In accordance with indemnification requirements elsewhere in the Master Agreement, the Contractor shall be liable for any injury to persons or damage to County or private property incurred at a job site in the course of performing the services under this Master Agreement. The Contractor shall be liable for the cost of repairs for any such damages and expenses associated with any injury.
- 2.12 The Contractor shall allow the County, DBW, and/or any other the State of California representatives to inspect any site where Contractor is performing Work under this Master Agreement.
- 2.13 In accordance with grant requirements, the Contractor shall comply with all applicable laws and regulations of the State of California for all Work performed under this Master Agreement. By entering into the Master Agreement, the Contractor certifies its compliance with:
 - (a) Applicable provisions of the California Environmental Quality Act;
 - (b) Nondiscrimination Program requirements of California Government Code section 12990(a-f) and Title 2, California

- Code of Regulations, sections 8103 and 8113, along with section 7285 et seq. of the Fair Employment and Housing Act;
- (c) Drug-Free Workplace requirement of California Government Code section 8350 et seq.;
- (d) National Labor Relations Board Certification of Public Contract Code section 10296;
- (e) Workers' Compensation requirement of California Labor Code section 3700; and
- (f) Americans with Disabilities Act regulations issued pursuant to 42 U.S.C. section 12101 et seq.

The above provisions are incorporated into this Master Agreement by reference and made a part hereof as if set forth in full.

2.14 During the performance of this Master Agreement, the Contractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Contractor shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. The Contractor shall give written notice of its non-discrimination obligations under this subparagraph 2.13 and subparagraph 2.12(b) above to labor organizations with which Contractor has a collective bargaining or other agreement.

3.0 STORAGE SPECIFICATIONS AND SECURITY REQUIREMENTS

- 3.1 The Contractor's storage yard(s) used in providing services under this Master Agreement shall be located within a two (2) mile radius of the Department's Marina del Rey Sheriff's Station located at 13851 Fiji Way, Marina del Rey, California 90292.
- 3.2 The Contractor's storage yard(s) shall have a locking system and fencing that is maintained by the Contractor.
- 3.3 The Contractor's storage yard(s) shall have an alarm/monitoring system that is maintained by the Contractor.
- 3.4 The Contractor's storage yard(s) shall be recorded twenty-four (24) hours a day, seven (7) days a week. Recordings may be reviewed, and shall be provided upon request, by the Department or other County representative at any time. Recordings shall be held by the Contractor during the term of

- the Master Agreement and for a period of five (5) years thereafter, in accordance with subparagraph 8.37 (Record Retention and Inspection-Audit Settlement) of the Master Agreement.
- 3.5 The Contractor's storage yard(s) for storage of Vessels shall be in an enclosed and lighted.

4.0 EMERGENCY HAUL OUT AND SERVICES

- 4.1 Vessels in the Department's custody may be in a sinking condition that require immediate haul out to prevent the Vessel from sinking completely.
- 4.2 The Contractor shall provide an emergency haul out within three (3) hours of notification by the Department, seven (7) days a week, twenty-four (24) hours a day.
- 4.3 If the Contractor is requested to perform an emergency haul out due to a sinking Vessel or other emergent situation, then the Contractor shall be required to provide all additional required services, such as temporary storage and/or disposal.

5.0 WORK ORDERS

- 5.1 Upon determination by the Department to request as-needed Vessel Removal and Disposal Services, it is the Department's intent to issue Work Orders to Active Contractors under competitive bidding procedures, unless circumstances justify otherwise.
- 5.2 Work Orders shall generally conform to Exhibit F1 (Sample Work Order) and Exhibit F2 (Sample Emergency Work Order) of the Master Agreement. Each Work Order shall include such information as Work Order number, County Project Manager contact information, description of Work to be performed, whether or not an on-site examination is required, and required completion date.
- 5.3 The County's procedures for issuing and executing Work Orders are generally as follows:
 - 5.3.1 Upon determination by the County to issue a Work Order, the County shall issue a Work Order solicitation to all Active Contractors. Each interested Active Contractor shall submit a bid to the Department by the due date specified in Section II (Work Description and Requirement) of the Work Order by completing Section III (Contractor's Bid) of the Work Order indicating the Contractor's maximum rates, Total Maximum Amount for performance of the required services, and the date and time that Work will be completed.

- Work Orders bids may require an on-site examination of the Vessel by the Contractor at the Vessel's location. On-site examination must occur within seventy-two (72) hours of Work Order notification, unless in the event of an emergency.
- 5.3.3 The Contractor's signed Work Order bid must be provided to the County Project Manager at the time of the on-site examination. If no on-site examination is required, the Contractor's signed Work Order bid must be provided to the County Project Manager within seventy-two (72) hours of Work Order solicitation notification.
- 5.3.4 The failure of the Contractor to submit a bid within the specified timeframe may disqualify the Contractor from the particular Work Order.
- 5.3.5 Upon completion of evaluations, the County shall execute the Work Order by and through the Department staff identified in this Master Agreement with the Active Contractor with the lowest cost bid. The County will complete Section IV (County Acceptance of Contractor's Bid) of the Work Order and return the fully-executed Work Order to the selected Active Contractor.
- 5.3.6 Upon the receipt of a fully-executed Work Order, the Contractor shall commence Work within twenty-four (24) hours of County Project Manager's direction to commence Work or as otherwise mutually agreed upon.
- 5.3.7 Should the selected Contractor be unable to fulfill a Work Order, the County Project Manager, or designee in the County Project Manager's sole discretion, may proceed to another Active Contractor.
- In the event of an emergency, the Department will contact and solicit a bid from the Active Contractor within the closest proximity to the Marina del Rey Sheriff's Station for the provision of the emergency services. If that Contractor is unable to fulfill the requested services, the Department will proceed to another Active Contractor.
 - 5.4.1 Upon the receipt of a fully-executed Work Order for emergency services, the Contractor shall commence Work within three (3) hours of County Project Manager's direction to commence Work or as otherwise mutually agreed upon.
- 5.5 The Contractor has no guarantee of Work under this Master Agreement. The County does not promise, guarantee, or warrant that it will utilize any particular level of the Contractor's services or any services at all during the

- term of this Master Agreement. The determination as to the need for such services shall rest solely within the discretion of the Department.
- 5.6 The County reserves the right to solicit Work on either a competitive or non-competitive basis. Active Contractors will be selected to perform services based upon the needs of the Department, as determined by the Department in its sole discretion.
- 5.7 The Contractor shall not accept any Work Orders issued by the County, nor provide any services to the County, after the expiration of the Master Agreement.

6.0 HOURS AND DAYS OF SERVICE

The Contractor shall perform Work at any time during the twenty-four (24) hour period, seven (7) days a week, including holidays.

7.0 CONTRACTOR'S OFFICE

- 7.1 The Contractor shall maintain an office where the Contractor conducts business related to this Master Agreement.
- 7.2 The Contractor's office must be equipped with a functioning telephone and facsimile capabilities in the company's name where the Contractor conducts business.
- 7.3 At least one (1) Contractor employee who can respond to requests for services, inquiries, and/or complaints that may be received regarding Contractor's performance of the Master Agreement services shall staff the office from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. This employee must be able to speak, read, and write in the English language.

8.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Department a consistently high level of service throughout the term of the Master Agreement. The plan shall be submitted to the County Project Manager for review within thirty (30) Business Days of execution of Master Agreement. The plan shall include, but may not be limited to the following:

- 8.1 Method of monitoring to ensure that Master Agreement requirements are being met;
- 8.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the Department upon request.

9.0 QUALITY ASSURANCE PLAN

- 9.1 The Department will evaluate Contractor's performance under this Master Agreement using the quality assurance procedures as defined in subparagraph 8.14 (County's Quality Assurance Plan) of the Master Agreement.
- 9.2 Contract Discrepancy Report (Exhibit H of the Master Agreement))
 - 9.2.1 The Contractor shall verbally notify the County Project Manager of a Master Agreement discrepancy as soon as possible whenever a Master Agreement discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the Department and the Contractor.
 - 9.2.2 The County Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Project Manager within ten (10) Business Days acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Project Manager within ten (10) Business Days.

10.0 GREEN INITIATIVES

10.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO
COUNTY PROJECT DIRECTOR:
Name:
Γitle:
Address:
Felephone:
Facsimile:
E-Mail Address:
COUNTY PROJECT MANAGER:
Name:
Γitle:
Address:
Telephone:
Facsimile:
E-Mail Address:
COUNTY CONTRACT COMPLIANCE MANAGER:
Name:
Title:
Address:
Felephone:
Facsimile:
E-Mail Address:

CONTRACTOR'S ADMINISTRATION

	CONTRACTOR'S NAME
MASTER AGE	REEMENT NO.
CONTRACTO Name:	OR'S PROJECT MANAGER:
Title:	<u> </u>
Address:	
Telephone:	
Facsimile: E-Mail Addre	SS:
Name:	OR'S AUTHORIZED OFFICIAL(S)
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Addre	ss:
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Addre	SS:
Notices to C	ontractor shall be sent to the following address:
Name:	<u> </u>
Title:	
Address:	
Talank	
Telephone:	
Facsimile:	
⊏-IVIAII Addre	SS:

CONTRACTOR'S EEO CERTIFICATION

Con	tractor Name		
Add	ress		
Inter	rnal Revenue Service Employer Identification Number		
	GENERAL CERTIFICATION		
supp subs beca	ccordance with Section 4.32.010 of the Code of the Councilier, or vendor certifies and agrees that all persons empediaries, or holding companies are and will be treated equal ause of race, religion, ancestry, national origin, or sex rimination laws of the United States of America and the States	ployed by such firm ally by the firm without and in compliance	n, its affiliates out regard to o
	CONTRACTOR'S SPECIFIC CERTIFI	CATIONS	
1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes □	No □
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes □	No □
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes □	No □
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes□	No □
Auth	norized Official's Printed Name and Title		
Auth	norized Official's Signature	Date	

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- 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.

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

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

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

2.203.070. Exceptions.

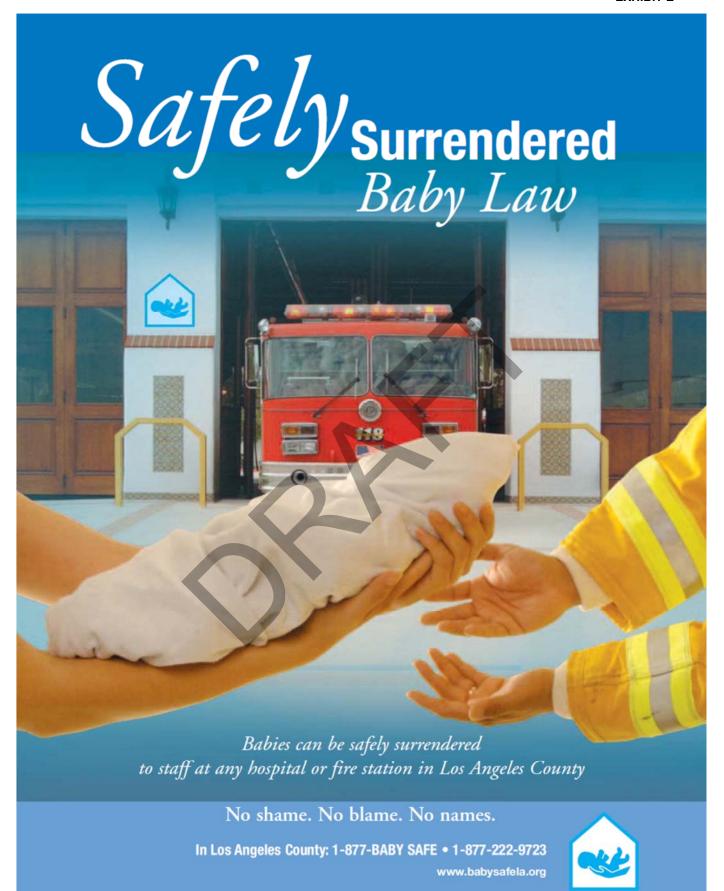
- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly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

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

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

2.203.090. Severability.

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



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

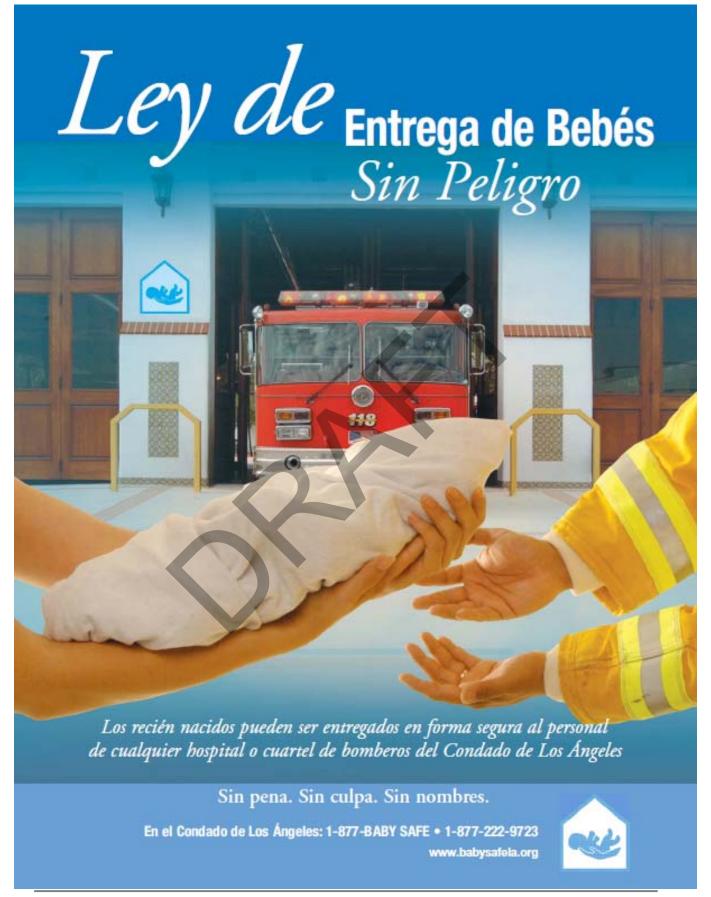
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés Sin Peligro

¿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 viene 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 à su bebè?

Los padres que cambién 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 Angeles 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.

SAMPLE WORK ORDER FORMATS

- F1 SAMPLE WORK ORDER
- F2 EMERGENCY SAMPLE WORK ORDER



SAMPLE WORK ORDER VESSEL REMOVAL AND DISPOSAL SERVICES MASTER AGREEMENT

(FIXED PRICE PER DELIVERABLE BASIS)

	(CONTRA	CTOR NAME)	
Wor	k Order No Cou	nty Master Agreement N	o
Proj	ect Title:		
Cou	nty Project Manager:		
Cou	nty Project Director:		
I.	GENERAL The Contractor shall satisfactorily perform Work) of the Master Agreement and in the compliance with the terms and conditions	is Work Order on a fixed	price for service basis ir
II.	WORK DESCRIPTION AND REQUIREM	ENT	
	Vessel Identification #	Make / Model: _	
	Approximate Length:	Color:	
	Location of Vessel:		
	Work Required:		
	Work required to be completed by: (Work Order expiration)	Date:	Time:
	On-site examination required? (Within 72 hours of notification)	☐ Yes ☐ No	
	Contractor notified via fax or email by De	epartment: Date:	Time:
	On-site examination / bid required by:	Date:	Time:
	Contractors shall be entitled to the same in additional information shall be provided to 0		

SAMPLE WORK ORDER VESSEL REMOVAL AND DISPOSAL SERVICES MASTER AGREEMENT

(FIXED PRICE PER DELIVERABLE BASIS)

		(CONTRA	ACTOR NAME)	
Wor	k Order No.	Co	unty Master Agreemen	t No.
III.	CONTRACTOR'S	S BID (to be completed	by the Contractor)	
	Maximum dollar ı overall on vessel		essel to be hauled and o	disposed of, listed as length
				\$
	Maximum dollar r of:	ate per gallon of hazard	ous fluids safely remove	ed from Vessel to be disposed
				\$
	Storage fee rate	per foot, per day of Ves	sel to be stored:	
				\$
		num Amount" that the nis Work Order is as foll		Contractor for all Work to be
	Total Maximum	Amount: \$		
	and time required			the required completion date er. The Contractor agrees to
	Completion date:		Completion time	:
	Contractor's meth	nod of haul out:		
	CONTRACTOR:			
		Signature		Date

The Contractor's bid is due to the County Project Manager immediately upon on-site examination, or if no examination is required, within seventy-two (72) hours of fax or email notification by the County. The Contractor's Total Maximum Amount shall include all costs associated with this Work Order. The Contractor shall then await further instructions. The Contractor's bid provided herein does not guarantee the Contractor with Work under this Work Order or the Master Agreement as set forth in Paragraph 5.0 (Work Orders) of Attachment 1 (Statement of Work) of the Master Agreement. Failure of the Contractor to submit a bid within the specified timeframe may disqualify the Contractor for this particular Work Order.

SAMPLE WORK ORDER VESSEL REMOVAL AND DISPOSAL SERVICES MASTER AGREEMENT

(FIXED PRICE PER DELIVERABLE BASIS)

	(CONTRACTOR NAME)
Work Order No.	County Master Agreement No.
IV. COUNTY ACCEPTANCE OF CO	ONTRACTOR'S BID (to be completed by the Department)
	e Contractor's bid above for the performance of services under ter Agreement. The Contractor shall perform and deliver all e stated below.
Work Order issue date:	
Work Due Date:	
Project Manager (or designer	e) signature:

V. PAYMENT

- A. The County shall pay the Contractor's Total Maximum Amount listed in Section III of this Work Order for all Work described in Section II of this Work Order.
- B. The Contractor shall satisfactorily provide and complete all required Work in accordance with Attachment 1 (Statement of Work) by the Work Due Date set forth in Section IV of this Work Order. Notwithstanding the fact that total payment from the County for all Work shall not exceed the Total Maximum Amount in Section III.
- C. The Contractor shall submit all invoices within ten (10) Business Days of Work Due Date.
- D. The Contractor shall submit an original invoice, a photograph of the destroyed vessel (if applicable) with this Work Order attached, to the Project Manager or designee.

VI. SERVICES

In accordance with Paragraph 3.0 (Work) of the Master Agreement, the Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

SAMPLE WORK ORDER VESSEL REMOVAL AND DISPOSAL SERVICES MASTER AGREEMENT (FIXED PRICE PER DELIVERABLE BASIS)

	(CONTRACTOR NAME)
Work Order No.	County Master Agreement No.
and agreement establish that th	s signature on this Work Order document confirms the Contractor's awareness o with the provisions of Paragraph 3.0 (Work) of the Master Agreement, which ie Contractor shall not be entitled to any compensation whatsoever for any task vice, or other work:
A.	That is <u>not specified</u> in this Work Order, and/or
B.	That exceeds the Total Maximum Amount of this Work Order, and/or
C.	That goes beyond the expiration date listed on Section II of this Work Order.
REGARDLESS PERSONNEL W	OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY WHATSOEVER.
CONTRACTOR	COUNTY OF LOS ANGELES
Ву:	BY:
Name:	Name:
Title:	Title:
Date:	Date:

SAMPLE EMERGENCY WORK ORDER VESSEL REMOVAL AND DISPOSAL SERVICES MASTER AGREEMENT

(FIXED PRICE PER DELIVERABLE BASIS)

	(CON	ITRACTOR NAME)
Worl	k Order No.	County Master Agreement No.
Eme	rgency call-out	□ County Project Director
Auth	orized by:	_ County Project Manager
		□ Other
Phor	ne No.	
I.	WORK REQUIRED	
	Description of Work performed or to	be performed:
	Date and time Contractor notified:	
	Name of Contractor personnel notifi	ied:
II.	JUSTIFICATION FOR EMERGENC	<u>Y</u>
III.	TOTAL MAXIMUM AMOUNT: \$	
	The "Total Maximum Amount" that	the County shall pay the Contractor for all Work to be

IV. PAYMENT

A. The County shall pay the Contractor's Total Maximum Amount listed in Section III of this Work Order for all Work described in Section I of this Work Order.

provided under this Work Order is set forth above.

B. The Contractor shall satisfactorily provide and complete all required Work in accordance with Attachment 1 (Statement of Work) by the Work Due Date set forth in this Work Order. Notwithstanding the fact that total payment from the County for all Work shall not exceed the Total Maximum Amount in Section III.

SAMPLE EMERGENCY WORK ORDER VESSEL REMOVAL AND DISPOSAL SERVICES MASTER AGREEMENT

(FIXED PRICE PER DELIVERABLE BASIS)

		(CONTRAC	CTOR NAME	<u>=</u>)
Work Or	der No.	Cou	nty Master A	greement No.
C. D.	The C		al invoice, a	10) Business Days of Work Due Date. photograph of the destroyed vessel (if roject Manager or designee.
V. <u>SE</u>	RVICE	<u>s</u>		
be an	paid fo d/or tha	r any task, deliverable, service, o	r other work	er Agreement, the Contractor may not that is not specified in this Work Order, Work Order, and/or that goes beyond the
THE TE OVER A THE RA	RMS (NY CC TES N G IF TH	OF THE MASTER AGREEMEN INFLICTING TERMS AND/OR OF OR ANY OTHER SPECIFICAT	IT SHALL CONDITIONS	MAIN IN FULL FORCE AND EFFECT. OVERN AND TAKE PRECEDENCE IN THIS WORK ORDER. NEITHER HIS WORK ORDER ARE VALID OR AND CONDITIONS OF THE MASTER
and agr establish	eement n that th	with the provisions of Paragra	aph 3.0 (Wo	onfirms the Contractor's awareness of ork) of the Master Agreement, which ompensation whatsoever for any task,
	A.	That is not specified in this Wo	rk Order, an	d/or
	В.	That exceeds the Total Maximu		
	C.	That goes beyond the expiration	<u>on date</u> listed	on page 1 of this Work Order.
		OF ANY ORAL PROMISE WHATSOEVER.	MADE TO	CONTRACTOR BY ANY COUNTY
CONTR	ACTOF	<u> </u>	COUN	TY OF LOS ANGELES
Ву:			BY:	
Name: _				
			Title:	

Date: _____

Date: _____

FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS

- G1 CERTIFICATION OF EMPLOYEE STATUS
- G2 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY
 AGREEMENT
- G3 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G4 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT



VESSEL REMOVAL AND DISPOSALSERVICES MASTER AGREEMENT WORK ORDER

CERTIFICATION OF EMPLOYEE STATUS

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

-	CONTRACTOR NAME
	CONTRACTOR NAME
Work Order No.	County Master Agreement No.
below is(are) this organunemployment insurar correct amounts require	I am an Authorized Official of the Contractor; (2) the individual(s) named nization's employee(s); (3) applicable state and federal income tax, FICA, nce premiums, and workers' compensation insurance premiums, in the red by state and federal law, will be withheld as appropriate, and paid by individual(s) named below for the entire time period covered by the attached EMPLOYEES
1	
2.	
3.	
4.	
I declare under penalty	of perjury that the foregoing is true and correct.
Signature of Authorized	l Official
Printed Name of Author	rized Official
Title of Authorized Office	sial
Date	

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to the County with the Contractor's executed Work Order. Work cannot begin on the Work Order until the County receives this executed document.) Contractor Name Work Order No._____ County Master Agreement No. GENERAL INFORMATION: The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement. **CONTRACTOR ACKNOWLEDGEMENT:** The Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. The Contractor understands and agrees that the Contractor's Staff must rely exclusively upon the Contractor for payment of salary and any and all other benefits payable by virtue of the Contractor's Staff's performance of work under the above-referenced Master Agreement. The Contractor understands and agrees that the Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that the Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. The Contractor understands and agrees that the Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles. **CONFIDENTIALITY AGREEMENT:** The Contractor and the Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, the Contractor and the Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, the Contractor and the Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. The Contractor and the Contractor's Staff understand that if they are involved in County work, the County must ensure that the Contractor and the Contractor's Staff, will protect the confidentiality of such data and information. Consequently, the Contractor must sign this Confidentiality Agreement as a condition of work to be provided by the Contractor's Staff for the County. The Contractor and the Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the Contractor and the County of Los Angeles. The Contractor and the Contractor's Staff agree to forward all requests for the release of any data or information received to the County Project Manager. The Contractor and the Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to the Contractor and the Contractor's Staff under the above-referenced Master Agreement. The Contractor and the Contractor's Staff agree to protect these confidential materials against disclosure to other than the Contractor or County employees who have a need to know the information. The Contractor and the Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, the Contractor and the Contractor's Staff shall keep such information confidential. The Contractor and the Contractor's Staff agree to report any and all violations of this agreement by the Contractor and the Contractor's Staff and/or by any other person of whom the Contractor and the Contractor's Staff become aware. The Contractor and the Contractor's Staff acknowledge that violation of this agreement may subject the Contractor and the Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress. DATE: ____/___/ SIGNATURE: PRINTED NAME: POSITION:

County of Los Angeles Sheriff's Department

Vessel Removal and Disposal Services Master Agreement Exhibits

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name	Employee Name
Work Order No	County Master Agreement No
GENERAL INFORMATION:	
	red into a Master Agreement with the County of Los Angeles to provide certain services to nature on this Contractor Employee Acknowledgement and Confidentiality Agreement.
EMPLOYEE ACKNOWLEDGEMENT:	
Agreement. I understand and agree that I	tor referenced above is my sole employer for purposes of the above-referenced Maste must rely exclusively upon my employer for payment of salary and any and all other benefits my performance of work under the above-referenced Master Agreement.
and will not acquire any rights or benefits of above-referenced Master Agreement. I ur	mployee of the County of Los Angeles for any purpose whatsoever and that I do not have of any kind from the County of Los Angeles by virtue of my performance of work under the orderstand and agree that I do not have and will not acquire any rights or benefits from the reement between any person or entity and the County of Los Angeles.
continued performance of work under the the County, any and all such investigations	red to undergo a background and security investigation(s). I understand and agree that my above-referenced Master Agreement is contingent upon my passing, to the satisfaction of . I understand and agree that my failure to pass, to the satisfaction of the County, any such elease from performance under this and/or any future Master Agreement.
CONFIDENTIALITY AGREEMENT:	
data and information pertaining to persons proprietary information supplied by other v to protect all such confidential data and informetiare recipient records. I understand the confidentiality of such data and information	ervices provided by the County of Los Angeles and, if so, I may have access to confidential and/or entities receiving services from the County. In addition, I may also have access to endors doing business with the County of Los Angeles. The County has a legal obligation or or an interpretation in its possession, especially data and information concerning health, criminal, and that if I am involved in County work, the County must ensure that I, too, will protect the consequently, I understand that I must sign this agreement as a condition of my work to the consequent of the consequence of the con
	y unauthorized person any data or information obtained while performing work pursuant to etween my employer and the County of Los Angeles. I agree to forward all requests for the laby me to my immediate supervisor.
entities receiving services from the Count information and all other original materials I agree to protect these confidential materials	inal, and welfare recipient records and all data and information pertaining to persons and/o y, design concepts, algorithms, programs, formats, documentation, Contractor proprietary produced, created, or provided to or by me under the above-referenced Master Agreement als against disclosure to other than my employer or County employees who have a need to tary information supplied by other County vendors is provided to me during this employment
	or any and all violations of this agreement by myself and/or by any other person of whom dential materials to my immediate supervisor upon completion of this Master Agreement o ployer, whichever occurs first.
SIGNATURE:	DATE:/
PRINTED NAME:	

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

County of Los Angeles Sheriff's Department

CONTRACT DISCREPANCY REPORT

TO:		
FROM:		
DATES:	Prepared:	
	Returned by Contractor:	
	Action Completed:	
DISCREPAN	NCY PROBLEMS:	
Signatu	ire of County Representative	Date
CONTRACT	OR RESPONSE (Cause and Corrective Action):	
_	re of Contractor Representative /ALUATION OF CONTRACTOR RESPONSE:	Date
COUNTY EV	VALUATION OF CONTRACTOR RESPONSE.	
Signatu	re of Contractor Representative	Date
COUNTY AG	CTIONS:	
0017745	TOD MOTIFIED OF ACTION	
	OR NOTIFIED OF ACTION:	
	resentative's Signature and Date	
Contractor R	Representative's Signature and Date	

SUBSEQUENT EXECUTED WORK ORDERS

(Not attached to this Master Agreement, but incorporated by reference)



December 10, 2019

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

Dear Supervisors:

APPROVAL OF AN ANNUAL EQUITABLE SHARING AGREEMENT AND CERTIFICATION FOR FEDERALLY FORFEITED PROPERTY (ALL DISTRICTS) (3 VOTES)

SUBJECT

In order to comply with federal guidelines for the sharing of federally forfeited property, the Sheriff of Los Angeles County (County) must execute an annual Equitable Sharing Agreement and Certification (Agreement and Certification) as a prerequisite to the distribution of equitably shared funds and property. The Agreement and Certification must be signed by both the Sheriff and the Chair of the Board.

IT IS RECOMMENDED THAT THE BOARD:

Authorize the Chair of the Board to sign the attached Agreement and Certification for equitable sharing of federally forfeited property.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Counties and other participating agencies are required to annually submit an Agreement and Certification report as a prerequisite to receiving any asset forfeiture revenues equitably shared by the Federal Government.

Federally shared asset forfeiture revenues received as a result of the Los Angeles County Sheriff's Department's (Department) law enforcement actions are deposited in

the Department's Asset Forfeiture Special Fund. This fund supports a variety of law enforcement programs.

<u>Implementation of Strategic Plan Goals</u>

This request is consistent with the County's Strategic Plan Goal III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by seeking and obtaining funding from sources other than the County to provide enhanced services to the citizens of the County.

FISCAL IMPACT/FINANCING

Anticipated asset forfeiture revenues are included in the Fiscal Year 2019-20 adopted budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Federal regulations require participants in the Federal Equitable Sharing Program to have the Chair of their governing body sign the attached Agreement and Certification.

County Counsel has reviewed and approved the Agreement and Certification as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this request will allow for the uninterrupted receipt of revenue anticipated in the adopted budget. No other County departments are impacted by this request.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter and two originally executed copies of the Agreement and Certification to the Department's Administrative Services Division.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI UNDERSHERIFF

AV:RC:ka

(Fiscal Administration Bureau)

c: Board of Supervisors, Justice Deputies

Celia Zavala, Executive Officer, Board of Supervisors

Sachi A. Hamai, Chief Executive Officer

Sheila Williams, Senior Manager, Chief Executive Office (CEO)

Rene Phillips, Manager, CEO

Jocelyn Ventilacion, Principal Analyst, CEO

Anna Petrosyan, Analyst, CEO

Mary C. Wickham, County Counsel

Michele Jackson, Principal Deputy County Counsel

Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit

Timothy K. Murakami, Undersheriff

Dennis M. Kneer, Chief of Staff

Conrad Meredith, Division Director, Administrative Services Division (ASD)

Glen C. Joe, Assistant Division Director, ASD

Richard F. Martinez, Director, Financial Programs Bureau

Karen Anderson, Assistant Director, Fiscal Administration

Vanessa C. Chow, Sergeant, ASD

Adam R. Wright, Deputy, ASD

(Fiscal Admin - Federal Annual Sharing Agreement and Certification 12-10-19)

OMB Number 1123-0011 Expires: December 31, 2021

Page 1 of 5



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: CA0190036

Agency Name: Los Angeles County Sheriff Department

Mailing Address: 211 W. Temple Street, 6th Floor

Los Angeles, CA 90012

Agency Finance Contact Name: Martinez, Richard F.

Phone: 213-229-3291

Email:rf2marti@lasd.org

Jurisdiction Finance Contact Name: Lemus, Fernando

Phone: (213) 974-0324

Email:flemus@auditor.lacounty.gov

ESAC Preparer

Name: Petrosyan, Anna Phone: (213) 229-1836

Email: apetros@lasd.org

FY End Date: 06/30/2019

Agency FY 2020 Budget: \$3,403,365,000.00

Type: Sheriff's Office

Annual Certification Report

Summary of Equitable Sharing Activity	Justice Funds	Treasury Funds ²
Beginning Equitable Sharing Fund Balance	\$151,411.05	\$1,352,582.88
2 Equitable Sharing Funds Received	\$4,771,397.37	\$124,264.68
3 Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$206,473.22	\$143,941.21
4 Other Income	\$0.00	\$0.00
5 Interest Income	\$112,316.66	\$28,079.16
6 Total Equitable Sharing Funds Received (total of lines 1-5)	\$5,241,598.30	\$1,648,867.93
7 Equitable Sharing Funds Spent (total of lines a - n)	\$462,804.14	\$56.00
8 Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$4,778,794.16	\$1,648,811.93

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
а	Law Enforcement Operations and Investigations	\$448,586.33	\$0.00
b	Training and Education	\$1,415.00	\$0.00
С	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$8,667.58	\$56.00
е	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$4,135.23	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
T	Support of Community-Based Programs	\$0.00	
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$462,804.14	\$56.00

Date Printed: 08/30/2019

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds
L.A. Impact - CA0192KOX	\$206,473.22	\$143,941.21
Other Income		
Other Income Type	Justice Funds	Treasury Funds
Matching Grants		
Matching Grant Name	Justice Funds	Treasury Funds
Fransfers to Other Participating Law Enforcement A	gencies	
Receiving Agency Name	Justice Funds	Treasury Funds
Support of Community-Based Programs		
Recipient	Justice Funds	DESCRIPTION OF THE PARTY.
Non-Categorized Expenditures		
Description	Justice Funds	Treasury Funds
Salaries		
Salary Type	Justice Funds	Treasury Funds
Paperwor	rk Reduction Act Notice	

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Godsey, James

Company: Macias, Gini and O'Connell

Phone: (213) 408-8686

Email: jgodsey@mgocpa.com

Date Printed: 08/30/2019

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES X NO

Prior year Single Audit Number Assigned by Harvester Database: 795186



Date Printed: 08/30/2019 Page 3 of 5

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

- **1. Submission.** The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.
- 2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.
- **3. Uses.** Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.
- **4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.
- **5.** Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

Date Printed: 08/30/2019 Page 4 of 5

- 7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.
- 8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding,
judgment, or determination that the Agency discriminated against any person or group in
violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered
into any settlement agreement with respect to any complaint filed with a court or administrative
agency alleging that the Agency discriminated against any person or group in violation of any of
the federal civil rights statutes listed above?
☐ Yes ☒ No

Agency Head

Name: Villanueva, Alex

Title: Sheriff

Email: AVillan@lasd.org

Signature: Submitted Electronically

Date: 08/27/2019

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Barger, Kathryn

Title: Chair, Board of Supervisors

Date Printed: 08/30/2019

Email: Kathryn@bos.lacounty.gov

Signature: Submitted Electronically Date: 08/29/2019

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

APPROVED AS TO FORM:

MARY C. WICKHAM

County Counsel

Page 5 of 5

Deputy

December 10, 2019

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

Dear Supervisors:

ACCEPT A GRANT AWARD FROM CALIFORNIA DEPARTMENT
OF PARKS AND RECREATION FOR 2018-19 OFF-HIGHWAY MOTOR
VEHICLE RECREATION PROGRAM FOR PALMDALE STATION
(FIFTH DISTRICT) (3 VOTES)

SUBJECT

Request the Board to authorize the Sheriff of Los Angeles County (County) to accept the 2018-19 Off-Highway Motor Vehicle Recreation Grant Program (Program) grant award in the amount of \$54,911 from the State of California (State), Department of Parks and Recreation (CDPR), for the Los Angeles County Sheriff's Department's (Department) Palmdale Station (PLM Station).

IT IS RECOMMENDED THAT THE BOARD:

- 1. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute Project Agreement Number G18-03-09-L01 (Agreement) with CDPR, accepting a grant in the amount of \$54,911 for the grant period from November 1, 2019, through October 31, 2020, with a required match of \$18,364.
- Delegate authority to the Sheriff, or his designee, to execute and submit all other required grant award documents, including but not limited to, agreements, modifications, extensions and payment requests that may be necessary for completion of the 2018-19 Program.

- 3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to apply for and submit a grant application to CDPR for the future Program years, when and if such future funding becomes available.
- 4. Delegate authority to the Sheriff, or his designee, as an agent for the County, to accept all grant awards for the Program in future Fiscal Years (FYs), if awarded by CDPR, and to execute all required grant documents, including but not limited to, agreements, modifications, extensions and payment requests that may be necessary for completion of the Program in future FYs.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The primary objective of the CDPR Program is to provide funding to selected law enforcement agencies in order to protect natural resources and enforce laws that regulate and educate the public in the use of off-highway motor vehicles (OHMV) and associated equipment. In meeting this objective, the Department will use the grant funds to implement the Department's Off-Highway Vehicle Enforcement Program (OHVEP) that will be administered by PLM Station.

The goal of the Department's OHVEP is to help reduce off-highway motor vehiclerelated offenses and code violations throughout the Department's jurisdictions in PLM Station's area, including Hungry Valley OHV Park, Rowher Flats, and Drinkwater Flats.

In order to successfully reduce the types of offenses and violations identified above, the Department will utilize the grant funds specifically to retain sergeant and deputy personnel on an overtime basis, safety equipment, and to purchase dual purpose motorcycles. The PLM Station will assign sergeants and deputies to be responsible for identifying and targeting areas where violations are highly prevalent and conduct coordinated enforcement efforts throughout the identified region. In addition to their active involvement in the project, they will also collaborate with the United States Forest Service to ensure that efficient and productive enforcement in problem areas during peak times, such as weekends and holidays are addressed.

As required by the County Grants Manual, the Department shall obtain Board approval and authorization to accept the grant funding. The current procedure for requesting Board approval requires a minimum of six weeks, while the time required by CDPR to accept the grant funding is up to 45 days. Failure to accept a grant award within the required time may result in de-obligation of funds.

The Sheriff requests delegated authority to accept all grant awards in future FYs, if awarded by CDPR, and to execute all required grant documents including but not

limited to, agreements, modifications, extensions, and payment requests that may be necessary for the completion of the Program in future FYs.

<u>Implementation of Strategic Plan Goals</u>

This FY 2018-19 Program is consistent with the County's Strategic Plan, Goal II.2, Identify, support, and promote practices for higher quality of life through violence reduction, enhance social cohesion, increase awareness of supports and services, and better physical fitness, mental health, and well-being. Implementing this Program successfully will effectively and strategically approach eliminating the crime and nuisance issues associated with the OHVEP.

FISCAL IMPACT/FINANCING

This will be the 16th year of funding for this Program. Grant funds in the amount of \$54,911 will be used by PLM Station for Salaries and Employee Benefits. The required match of \$18,364 will be funded by the Department's Patrol Clearing Budget Unit (PCBU), North Patrol Division Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The grant period will commence on November 1, 2019, and end on October 31, 2020. This grant award will enable the Department's PLM Station to continue to help reduce OHMV-related offenses and educate the public in the use of associated equipment.

Equipment and supplies funded under the Agreement will be procured in accordance with the County's purchasing policies and procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Board letter was forwarded to the District Attorney's Office, Public Defender's Office, and Alternate Public Defender's Office for review. The District Attorney's Office has determined that the Program will not have a significant impact on their operations and the Public Defender's Office was unable to determine whether the Program will impact its operations. The Office of the Alternate Public Defender did not respond.

CONCLUSION

Upon the Board's approval, please return two individually certified copies of the adopted Board letter to the Department's Grants Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI UNDERSHERIFF

AV:GB:gb

(Financial Programs Bureau-Grants Unit

c: Board of Supervisors, Justice Deputies

Celia Zavala, Acting Executive Officer, Board of Supervisors

Sachi A. Hamai, Chief Executive Officer

Sheila Williams, Senior Manager, Chief Executive Office (CEO)

Rene Phillips, Manager, CEO

Jocelyn Ventilacion, Principal Analyst, CEO

Anna Petrosyan, Analyst, CEO

Mary C. Wickham, County Counsel

Michele Jackson, Principal Deputy County Counsel

Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit

Timothy K. Murakami, Undersheriff

Dennis M. Kneer, Chief of Staff

Conrad Meredith, Division Director, Administrative Services Division (ASD)

Glen C. Joe, Assistant Division Director, ASD

Richard F. Martinez, Director, Financial Programs Bureau (FPB)

Ronald T. Shaffer, Captain, Palmdale Station (PLM)

Karen J. Anderson, Assistant Director, FPB, Grants Unit

Vanessa C. Chow, Sergeant, ASD

James D. Dillard, Sergeant, PLM

Elida D. Rodriguez, Administrative Services Manager III, FPB, Grants Unit

Adam R. Wright, Deputy, ASD

Colleen A. Murphy, Grants Supervisor, FPB, Grants Unit

Geoia M. Bearden, Grants Analyst, FPB, Grants Unit

(Grants – OHMVR-Parks and Recreation Palmdale 12-10-19)

December 10, 2019

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

Dear Supervisors:

ACCEPT A GRANT AWARD FROM CALIFORNIA DEPARTMENT
OF PARKS AND RECREATION FOR 2018-19 OFF-HIGHWAY MOTOR
VEHICLE RECREATION PROGRAM FOR SANTA CLARITA VALLEY STATION
(FIFTH DISTRICT) (3 VOTES)

SUBJECT

Request the Board to authorize the Sheriff of Los Angeles County (County) to accept the Fiscal Year (FY) 2018-19 Off-Highway Motor Vehicle Recreation Grant Program (Program) grant award in the amount of \$102,170 from the State of California (State), Department of Parks and Recreation (CDPR), for the Los Angeles County Sheriff's Department's (Department) Santa Clarita Valley Station (SCV Station).

IT IS RECOMMENDED THAT THE BOARD:

- 1. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute Project Agreement Number G18-03-09-L02 (Agreement) with CDPR, accepting a grant in the amount of \$102,170 for the grant period from November 1, 2019, through October 31, 2020, with a required match of \$34,059.
- 2. Delegate authority to the Sheriff, or his designee, to execute and submit all other required grant documents, including but not limited to agreements, modifications, extensions, and payment requests that may be necessary for completion of the FY 2018-19 Program.

- 3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to apply for and submit a grant application to CDPR for the future Program years, when and if such future funding becomes available.
- 4. Delegate authority to the Sheriff, or his designee, as an agent for the County, to accept all grant awards for the Program in future Fiscal Years (FYs), if awarded by CDPR, and to execute all required grant documents, including but not limited to, agreements, modifications, extensions and payment requests that may be necessary for completion of the Program in future FYs.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The primary objective of the CDPR Program is to provide funding to selected law enforcement agencies in order to protect natural resources and enforce laws that regulate and educate the public in the use of off-highway motor vehicles (OHMV) and associated equipment. In meeting this objective, the Department will use the grant funds to implement the Department's Off-Highway Vehicle Enforcement Program (OHVEP) that will be administered by SCV Station.

The goal of the Department's OHVEP is to help reduce off-highway motor vehiclerelated offenses and code violations throughout the Department's jurisdictions in SCV Station's area, including Hungry Valley OHV Park, Rowher Flats, and Drinkwater Flats.

In order to successfully reduce the types of offenses and violations identified above, the Department will utilize the grant funds specifically to retain sergeant and deputy personnel on an overtime basis, safety equipment, and to purchase dual purpose motorcycles. The SCV Station will assign sergeants and deputies to be responsible for identifying and targeting areas where violations are highly prevalent and conduct coordinated enforcement efforts throughout the identified region. In addition to their active involvement in the project, they will also collaborate with the United States Forest Service to ensure that efficient and productive enforcement in the problem areas during peak times, such as weekends and holidays, are addressed.

As required by the County Grants Manual, the Department shall obtain Board approval and authorization to accept the grant funding. The current procedure for requesting Board approval requires a minimum of six weeks, while the time required by CDPR to accept the grant funding is up to 45 days. Failure to accept a grant award within the required time may result in de-obligation of funds.

The Sheriff requests delegated authority to accept all grant awards in future FYs, if awarded by CDPR, and to execute all required grant documents including but not

limited to, agreements, modifications, extensions, and payment requests that may be necessary for completion of the Program in future FYs.

<u>Implementation of Strategic Plan Goals</u>

This 2018-19 Program is consistent with the County's Strategic Plan, Goal II.2, Identify, support, and promote practices for higher quality of life through violence reduction, enhance social cohesion, increase awareness of supports and services, and better physical fitness, mental health, and well-being. Implementing this Program successfully will effectively and strategically approach eliminating the crime and nuisance issues associated with the OHVEP.

FISCAL IMPACT/FINANCING

This will be the 16th year of funding for this Program. Grant funds in the amount of \$102,170 will be used by SCV Station for Salaries and Employee Benefits, Services and Supplies and Capital Asset Equipment. The required match of \$34,059 will be funded by two sources. The City of Santa Clarita will fund \$30,000, and the \$4,059 will be funded by the Department's Patrol Clearing Budget Unit (PCBU), North Patrol Division Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The grant period will commence on November 1, 2019, and end on October 31, 2020. This grant award will enable the Department's SCV Station to continue to help reduce OHMV-related offenses and educate the public in the use of associated equipment.

Equipment and supplies funded under the Agreement will be procured in accordance with the County's purchasing policies and procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Board Letter was forwarded to the District Attorney's Office, Public Defender's Office, and Alternate Public Defender's Office for review. The District Attorney's Office has determined that the Program will not have a significant impact on their operations and the Public Defender's Office was unable to determine whether the Program will impact its operations. The Office of the Alternate Public Defender did not respond.

CONCLUSION

Upon the Board's approval, please return two individually certified copies of the adopted Board letter to the Department's Grants Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF



AV:GB:gb

(Financial Programs Bureau-Grants Unit

c: Board of Supervisors, Justice Deputies

Celia Zavala, Acting Executive Officer, Board of Supervisors

Sachi A. Hamai, Chief Executive Officer

Sheila Williams, Senior Manager, Chief Executive Office (CEO)

Rene Phillips, Manager, CEO

Jocelyn Ventilacion, Principal Analyst, CEO

Anna Petrosyan, Analyst, CEO

Mary C. Wickham, County Counsel

Michele Jackson, Principal Deputy County Counsel

Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit

Timothy K. Murakami, Undersheriff

Dennis M. Kneer, Chief of Staff

Conrad Meredith, Division Director, Administrative Services Division (ASD)

Glen C. Joe, Assistant Division Director, ASD

Robert J. Lewis, Captain, Santa Clarita Valley Station (SCV)

Richard F. Martinez, Director, Financial Programs Bureau (FPB)

Karen J. Anderson, Assistant Director, FPB, Grants Unit

Michael S. Konecny, Sergeant, SCV

Vanessa C. Chow, Sergeant, ASD

Adam R. Wright, Deputy, ASD

Elida D. Rodriguez, Administrative Services Manager III, FPB, Grants Unit

Sherry A Lewis, Grants Supervisor, FPB, Grants Unit

Geoia M. Bearden, Grants Analyst, FPB, Grants Unit

(Grants – OHMVR-Parks and Recreation Santa Clarita 12-10-19)

Los Angeles County Chief Executive Office Grant Management Statement for Grants Exceeding \$100,000

Department: LOS ANGELES COUNTY SHERIFF'S DEPARTMENT		
		
Grant Project Title and Descripti	tion: 2018-19 Off-Highway Motor Vehicle Recreation Program	
The primary objective of the Program is to provide funding to selected law enforcement agencies in order to protect natural resources and enforce laws that regulate and educate the public in the use of off-highway motor vehicles (OHMV) and associated equipment. In meeting this objective, the Department will use the grant funds to implement the Department's Off-Highway Vehicle Enforcement Program (OHVEP) that will be administered by Santa Clarita Valley (SCV) Station.		
Funding Agency State of California – Department of Parks and Recreation (CDPR)	Program (Fed. Grant # /State Bill or Code #) Grant # G18-03-09-L02 Upon executed agr	
Total Amount of Grant Funding: \$102,170 Grant Period: 12 Months Begin Date: November 1, 2019 Full Time: Part Time: N/A		
OLU-4	The state of the control of the cont	
Obligations Imposed on the County When the Grant Expires Will all personnel hired for this program be informed this is a grant-funded program? Yes No		
Will all personnel hired for this program be placed on temporary ("N") items? Is the County obligated to continue this program after the grant expires? Yes No Yes No		
If the County is not obligated to continue this program after the grant expires, the Department will:		
a). Absorb the program cost without reducing other services Yes No X		
 b). Identify other revenue sources (Describe) The Patrol Division would ask the Supervisor's Office as those activities primarily occur in the unincorporated area of the SCV. 		
c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes X No		
Impact of additional personnel on existing space: Not applicable.		
Other requirements not mentioned above: None		
Department Head Signature Date Date		



COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE LOS ANGELES, CALIFORNIA 90063-3294 (323) 881-2401 www.fire.lacounty.gov

"Proud Protectors of Life, Property, and the Environment"

JANICE HAHN FOURTH DISTRICT

BOARD OF SUPERVISORS

HILDA L. SOLIS

SHEILA KUEHL

THIRD DISTRICT

FIRST DISTRICT MARK RIDLEY-THOMAS

SECOND DISTRICT

KATHRYN BARGER FIFTH DISTRICT

December 3, 2019

FORESTER & FIRE WARDEN

DARYL L. OSBY FIRE CHIEF

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

Dear Supervisors:

APPROVAL OF CONTRACT WITH NORTHROP GRUMMAN SYSTEMS CORPORATION FOR MAINTENANCE OF THE CONSOLIDATED FIRE PROTECTION DISTRICT'S COMPUTER AIDED DISPATCHING SYSTEM (ALL DISTRICTS) (3 VOTES)

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to enter into a sole source contract with Northrop Grumman Systems Corporation (Northrop) to provide maintenance services for the District's existing 9-1-1 Computer Aided Dispatching (CAD) system.

IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Approve and instruct the Fire Chief, or his designee, to sign the attached contract (Attachment A) between the District and Northrop to provide CAD Maintenance Services. The contract term will be for a maximum of five years, and shall be effective January 1, 2020.

2. Authorize a maximum aggregate contract sum of \$3,611,725 for the five year contract term. The maximum annual contract expenditures are as follows:

Year 1 at \$691,747 Year 2 at \$706,250 Year 3 at \$721,563 Year 4 at \$737,642 Year 5 at \$754,523

- 3. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary, respectively, in accordance with the approved contract terms and conditions, and with prior review by County Counsel.
- 4. Find that this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The recommended actions will enable the continuation of critical professional maintenance services for the District's existing 9-1-1 CAD system. The CAD system requires technical oversight and maintenance on a 24-hour basis, including specialized support and replacement of hardware components. The CAD system is proprietary to Northrop Grumman; thus, their warranty requires that their products perform at a specified level. Any modification to their software by individuals other than their staff or designated subcontractors will void the warranty and performance assurances stipulated in the maintenance agreement. Having these services in place will make sure that the CAD system is always fully operational, which is critical to safeguarding the health and safety of Los Angeles County residents, firefighters, and paramedics. The existing Contract No. 78316 for these services will expire on December 31, 2019.

As in previous years, this Contract includes annual funding to pay for professional services to maintain the CAD system. The annual unanticipated on-demand maintenance portion of the budget, which was \$300,000 in the previous Contract, has been increased to \$400,000 per year. The unanticipated on-demand maintenance budget is needed to cover hardware and software upgrades that are anticipated to be more costly due to the age of the current CAD system hardware; and to implement upgrades that provide the necessary improvements in security, reliability, maintenance, and support for the District's CAD system environment.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal III, Strategy III.2.3, Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency, by making sure that the District's 9-1-1 CAD system is

always fully supported, maintained, and operational to preserve the safety of Los Angeles County residents and District personnel.

FISCAL IMPACT/FINANCING

Sufficient funding is available in the District's Fiscal Year (FY) 2019-2020 Budget. There is no impact to net County cost. The District will continue to allocate the necessary funds throughout the duration of the contract.

This contract provides an allowance for Cost of Living Adjustments (COLA).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District is authorized to contract for these services under California Health and Safety Code 13861.

The contract has been reviewed and approved as to form by County Counsel and properly executed by Northrop.

In 1987, as a result of a competitive bid process, the Board approved a \$25.6 million, four-year project for the design and implementation of a Fire Command and Control system. The contract was awarded to PRC Public Management Services, Inc., formerly known as Northrop Grumman Information Technology, Inc., and now known as Northrop Grumman Systems Corporation. The CAD system, implemented in 1991, was a major component of that contract.

Northrop has successfully maintained and supported the District's CAD system since its initial implementation. The current contract with Northrop is for a five year term and will expire on December 31, 2019. The District is requesting approval of a new contract with Northrop in order to ensure a continuation of this critical service.

The District acknowledges the need for a new CAD system, with a planned replacement to occur within the term of this five (5)-year contract. As part of this goal, the District and the Sheriff's Department have formed a working group to evaluate the potential opportunity of a shared CAD system. Part of the challenge will be determining if a shared CAD platform can be designed and implemented in a way that can support the centralized dispatch operations model used by the District while also simultaneously supporting the decentralized dispatch structure used by the Sheriff's Department. The District developed requirements for a new CAD system and has shared them with the working group. In the meantime, it is critical that there be continued maintenance and support to the existing CAD system until a replacement system is in place.

The Chief Information Office (CIO) has reviewed this Board Letter and determined that a CIO Analysis is not required for the recommended action as it contains no new information technology matters requiring review.

ENVIRONMENTAL DOCUMENTATION

The services provided through this contract will not have a significant effect on the environment; and therefore, are exempt from CEQA, pursuant to Section 15061 (b) (3) of the CEQA Guidelines.

CONTRACTING PROCESS

On March 7, 2019, the District notified your Board of our intent to proceed with negotiating a sole source contract with Northrop. This contract is a continuation of the CAD system maintenance and technical services provided to the District since its implementation. Because of the established maintenance and technical services provided by Northrop, and their comprehensive knowledge of the District's CAD system, soliciting proposals and qualification statements would not be cost-beneficial to the District. In addition, the District has provided the Sole Source Checklist (Attachment B) approved by the Chief Executive Office (CEO) detailing the justification for use of a sole source contract in accordance with Board Policy 5.100, Sole Source Contracts.

Contract negotiations were finalized on July 29, 2019. Northrop agreed to comply with the County's contract terms and conditions, with five exceptions as specified in Attachment C. The exceptions were aggressively negotiated by the District with assistance from the CEO Risk Management Section and County Counsel. The negotiated provisions in Attachment C represent the best position that could be obtained by the District. This contract is submitted to your Board for approval with confidence that the negotiated terms are commercially reasonable and represent a minimal risk exposure to the District given Northrop's history of demonstrated reliability in providing these services.

It is recommended that your Board approve this contract with the identified negotiated provisions, and based upon the District's critical need for these services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These services have a direct effect on the District's 9-1-1 emergency dispatching operations. Without this service, the ability of the District's firefighters and fire dispatchers to perform their day-to-day duties during critical incidents will be severely impacted. Any changes in the contractor could adversely affect the District's ability to respond to emergency calls, and jeopardize the health and safety of Los Angeles County residents and firefighters.

Award of this contract will not result in the displacement of any County employees.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer to return the adopted stamped copy of the letter and attachments to the following office:

Consolidated Fire Protection District of Los Angeles County
Executive Office, Business Operations
Attention: Zuleyda Reyes-Santana, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Zuleyda.Reyes@fire.lacounty.gov

The District's contact can be reached at (323) 881-6173.

Respectfully submitted,

DARYL L. OSBY FIRE CHIEF

Reviewed by:

WILLIAM S. KEHOE CHIEF INFORMATION OFFICER

DLO:jc

Attachments

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel
Chief Information Office

CONTRACT



BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND

NORTHROP GRUMMAN SYSTEMS CORPORATION

FOR

COMPUTER AIDED DISPATCH MASTER MAINTENANCE SERVICES

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STANDARD EXHIBITS

- A Statement of Work
- B Pricing Sheet
- C Intentionally Omitted
- D Contractor's EEO Certification
- E District's Administration
- F Contractor's Administration
- G1-IT Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- H Jury Service Ordinance
- I Safely Surrendered Baby Law

CONTRACT BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND

NORTHROP GRUMMAN SYSTEMS CORPORATION

FOR

COMPUTER AIDED DISPATCH MASTER MAINTENANCE SERVICES

This Contract made and entered into this 1st day of January, 2020, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District," and Northrop Grumman Systems Corporation, hereinafter referred to as "Contractor." Contractor is located at 7575 Colshire Drive, McLean, VA 22102.

RECITALS

WHEREAS, the District may contract with private businesses for Computer Aided Dispatch (CAD) Maintenance Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specially qualified to provide the maintenance services for the District's CAD system, which requires 24-hour maintenance support to ensure public safety; and

WHEREAS, in accordance with California Health and Safety Code 13861, the District may enter into contracts for specialized services; and

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

1 APPLICABLE DOCUMENTS

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

Standard Exhibits:

1.1	Exhibit A -	Statement of Work
1.2	Exhibit B -	Pricing Sheet
1.3	Exhibit C -	Intentionally Omitted
1.4	Exhibit D -	Contractor's EEO Certification
1.5	Exhibit E -	District's Administration
1.6	Exhibit F -	Contractor's Administration
1.7	Exhibit G1-IT -	Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
1.8	Exhibit H -	Jury Service Ordinance

Safely Surrendered Baby Law

1.9

Exhibit I -

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 meaning, unless otherwise apparent from the context in which they are used.

- 2.1 <u>Board of Supervisors (Board)</u>: The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.
- 2.2 **CAD:** The Computer Aided Dispatch System developed by Northrop Grumman and utilized by the District.
- 2.3 <u>Contract</u>: This agreement executed between District and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work
- 2.4 <u>Contractor</u>: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the District to perform or execute the work covered by this contract.
- 2.5 <u>Contractor Project Manager</u>: The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.6 **County:** The County of Los Angeles, a political subdivision of the State of California.
- 2.7 <u>District</u>: The Consolidated Fire Protection District of Los Angeles County.
- 2.8 <u>District Project Director</u>: Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District's Project Manager.
- 2.9 <u>District Project Manager</u>: Person designated by District's Project Director to manage the operations under this contract.
- 2.10 <u>Statement of Work</u>: The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

- 2.11 <u>Subcontract</u>: An agreement by the Contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.12 <u>Subcontractor</u>: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.13 <u>Calendar Year</u>: The 12 month period starting January 1, and ending December 31.
- 2.14 **Day(s)**: Calendar day(s) unless otherwise specified.
- 2.15 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3 WORK

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

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be five (5) years commencing after execution by County's Board of Supervisors, and remaining in effect for five years, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The Contractor shall notify District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to District at the address herein provided in Exhibit E District's Administration.

5 CONTRACT SUM

5.1 Total Contract Sum

The amount the District shall expend from its own funds during the entire five (5) year term of this Contract **shall not exceed** \$3,611,725 in aggregate, with a firm fixed price of \$291,747 for the first year of maintenance, plus \$1,319,978 in aggregate for years two through five; and an unanticipated/on-demand budget of \$400,000 per year, not to exceed \$2,000,000 in aggregate for the **contract term.** The unanticipated on-demand budget may be used to compensate for unforeseen increases in years two through five of the annual maintenance costs.

The Contractor shall notify the District 90 days prior to the end of the contract year of any future price reduction or increase based upon the renewal quote provided by the Contractor.

5.2 Written Approval for Reimbursement

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the District's express prior written approval. However, the Contractor may assign or transfer any of its rights or obligations hereunder, in whole or in part, without the prior consent of the District to another of its U.S. corporate affiliates so long as sufficient assets, personnel and other resources necessary to perform the obligations hereunder remain available.

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 **Invoices and Payments**

- 5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Sheet).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:
 - Tony.Sereno@fire.lacounty.gov for review and approval of all invoices; and

- 2. <u>ffpod@fire.lacounty.gov</u> for review and approval of all invoices: and
- Fire-InvoiceSubmission@fire.lacounty.gov for payment of all invoices The Contractor's invoices shall include the following:
 - Contract Number
 - Date(s) of Service
 - A breakdown of labor hours and hourly rate
 i.e.: 3 hours @ \$20/hour = \$60.00
 - Employee Name and Employee Number of District Employee who ordered or authorized the service
 - Brief description of services
 - Signature of authorized District employee. Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.
 - Valid receipts and support documentation for any travel expenses.
- 5.5.5 District Approval and payment of Invoices. All invoices submitted by the Contractor for payment must have the written approval of the District Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld. The District Project Manager shall advise Contractor within ten (10) business days of receipt of any invoice which is not approved, identifying any issues which prevent such approval so that the invoice may be timely corrected. The District shall pay all approved invoices within 30 days of receipt.

5.5.6 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to the District. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 Cost of Living Adjustments (COLA's)

If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the District, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the District decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties.

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

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

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

6 ADMINISTRATION OF CONTRACT – DISTRICT

6.1 District Administration

A listing of all District Administration referenced in the following subparagraphs are designated in Exhibit E - District's Administration. The District will notify the Contractor in writing of any change in the names or addresses shown.

6.2 District's Project Director

The responsibilities of the District's Project Director include:

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

6.3 District's Project Manager

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

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

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

6.4 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

- Ensuring that the objectives of this Contract are met; and
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F - Contractor's Administration. The Contractor will notify the District in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

- 7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.
- 7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with District's Project Manager on a regular basis.

7.3 Approval of Contractor's Staff

Contractor shall give consideration to the District's opinion concerning placement of all of the Contractor's staff performing

work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

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

- 7.4.1 Contractor is responsible to ensure that employees have obtained a District ID badge before they are assigned to work in a District facility. Contractor personnel may be asked by a District representative to leave a District facility if they do not have the proper District ID badge on their person and Contractor personnel must immediately comply with such request.
- 7.4.2 Contractor shall notify the District within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's County ID badge to the District on the next business day after the employee has terminated employment with the Contractor.
- 7.4.3 If District requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to the District on the next business day after the employee has been removed from working on the District's Contract.

7.5 Background and Security Investigations

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

If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with District's request at any time during the term of

- the Contract. District will provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.
- 7.5.2 District, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.
- 7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, District policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless District, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence. District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense. District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission,

in each case, on behalf of District without District's prior written approval. Such approval shall not be unreasonably withheld.

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

Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement," Exhibit G1-IT.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the by Fire Chief or his designee.
- 8.1.2 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. The District reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer, upon mutual agreement of the Contractor and the District. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or his designee.
- 8.1.3 The Fire Chief or his designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions, except that such time extensions shall include an equitable adjustment in compensation to the Contractor. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or his designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 Nothing herein shall restrict the right of the Contractor to assign its rights and duties under this Contract in connection with any corporate sale, merger, acquisition or consolidation or in connection with the sale of related and/or similar business assets.
- 8.2. 2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, District consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegatee or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.
- 8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the District reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The District's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Contractor shall not be obligated to accept less than the contract price set forth herein

for the period of performance as stated. Any reduction in funding for this work shall act as a termination for convenience, proportionately reducing the period of performance in which Contractor is obligated to perform.

8.5 Complaints

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

8.5.2 Complaint Procedures

- 8.5.2.1 Within thirty (30) business days after the Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.2.3 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District approval.
- 8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.
- 8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within twenty (20) business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

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

8.7 Compliance with Civil Rights Laws

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

Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

- 1. Unless the Contractor has demonstrated to the District's satisfaction either that the Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12)

month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the District under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way

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

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

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for anv employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with iob requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 **Responsible Contractor**

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

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

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

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

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

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

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

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 District's Quality Assurance Plan

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

District may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to District Facilities, Buildings or Grounds

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

8.17 Employment Eligibility Verification

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics. quarantine restrictions. other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance

- schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

Contractor pursuant to this Contract.

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

8.23 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from the Contractor's negligent performance, fault, acts, errors or omissions under this Contract. Contractor shall not be obligated to indemnify the County for such loss or damage arising from the negligence or willful misconduct of the County Indemnitees.

Neither party shall be liable for any indirect, consequential, incidental or punitive damages. Neither party shall be liable to the other for damages that exceed 1.5 times the annual fee for the maintenance period in which the cause of damages occurred.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of District, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The District in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to District

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming District and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be

delivered to District at the address shown below and provided prior to commencing services under this Contract.

- **8.24.2.2** Renewal Certificates shall be provided to District not less than ten (10) days prior to Contractor's policy expiration dates.
- 8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its (National Association of Insurance NAIC Commissioners) identification number, financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any District required endorsement forms.
- 8.24.2.4 Neither the District's failure to obtain, nor the District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- **8.24.2.5** Certificates and copies of any required endorsements shall be sent to:

Consolidated Fire Protection District of

Los Angeles County

Materials Management Division/Contracts Section

5801 S. Eastern Avenue, Suite 100

Commerce, California 90040-4001

8.24.2.6 Contractor also shall promptly report to District any injury or property damage accident or incident, including any injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse,

or theft of District property, monies or securities entrusted to Contractor. Contractor also shall promptly notify District 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 District.

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 **Subcontractor Insurance Coverage Requirements**

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide District 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 the District and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain District's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 **Separation of Insureds**

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

8.24.14 Alternative Risk Financing Programs

The District reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions.

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

8.24.15 District Review and Approval of Insurance Requirements

The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon District's determination of changes in risk exposures and subject to mutual agreement of District and Contractor.

8.25 Insurance Coverage

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

- 8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 8.25.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), and if applicable, coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 naming the District as the Alternate Employer, and the endorsement form shall be modified to provide that

District 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.

8.25.4 **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 Agreement's expiration, termination or cancellation.

8.26 Intentionally Omitted

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws

and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the District.
- 8.28.7 If the District finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of five

hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I,

Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the District's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the District. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
 - 8.37.1.1 The Contractor shall develop all publicity material in a professional manner; and
 - 8.37.1.2 During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.
- 8.37.2 The Contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Contract with the District, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the District, 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, shall be kept and maintained by the Contractor and shall be made available to the District during the term of this Contract and for a period of five (5) years thereafter unless the District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the District's option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract. representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's

maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance written approval of the District. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:
 - 8.40.2.1 A description of the work to be performed by the subcontractor;
 - 8.40.2.2 Other pertinent information and/or certifications requested by the District.
- 8.40.3 The Contractor shall indemnify, defend, and hold the District harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.
- 8.40.5 Intentionally Omitted
- 8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest

- arising through services performed hereunder, notwithstanding the District's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District of Los Angeles County Materials Management Division/Contracts Section 5801 S. Eastern Avenue, Suite 100 Commerce, California 90040-4001

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

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

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:
 - 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

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

8.43 Termination for Default

- 8.43.1 The District may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of District's Project Director:
 - 8.43.1.1 Contractor has materially breached this Contract; or
 - 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.
- 8.43.2 In the event that the District terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of

God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor. and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

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

8.44 Termination for Improper Consideration

8.44.1 The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any District officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination,

- the District shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a District officer or employee to solicit such improper consideration. The report shall be made either to the District manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor: or
 - 8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the District provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

8.50.2 For breach of this warranty, the District 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.

8.51 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.

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

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

8.53 Time Off for Voting

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

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

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

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

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

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

9 UNIQUE TERMS AND CONDITIONS

- 9.1 Intentionally Omitted
- 9.2 Intentionally Omitted
- 9.3 Ownership of Materials, Software and Copyright
 - 9.3.1 District shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the District all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
 - 9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. District shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
 - 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the District's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
 - 9.3.4 The District will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The District agrees not to reproduce, distribute or disclose to non-District entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

- 9.3.5 Notwithstanding any other provision of this Contract, the District will not be obligated to the Contractor in any way under subparagraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.3.3 or for any disclosure which the District is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Contract.

9.4 Patent, Copyright and Trade Secret Indemnification

- 9.4.1 The Contractor shall indemnify, hold harmless and defend District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. District shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that District's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that District's continued use of the system is not materially impeded, shall either:
 - Procure for District all rights to continued use of the questioned equipment, part, or software product; or
 - Replace the questioned equipment, part, or software product with a non-questioned item; or
 - Modify the questioned equipment, part, or software so that it is free of claims.
- 9.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a

use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.5 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the District's data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The District must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

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

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of January, 2020.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Ву		
-	Fire Chief	

BY NORTHROP GRUMMAN SYSTEMS CORPORATION

Contractor

Signed:

Printed: _____ TOHN KOURI

Title: CONTRACTS

APPROVED AS TO FORM:

MARY C. WICKHAM County Counsel

Principal Deputy County Counsel

SOLE SOURCE CHECKLIST

Departm	nent Name: Fire Department		
New Sole Source Contract			
√	Existing Sole Source Contract Date Sole Source Contract Approved:		
Check	JUSTIFICATION FOR SOLE SOURCE CONTRACTS		
(✓)	Identify applicable justification and provide documentation for each checked item.		
	Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an "Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."		
	Compliance with applicable statutory and/or regulatory provisions.		
	Compliance with State and/or federal programmatic requirements.		
	Services provided by other public or County-related entities.		
\checkmark	Services are needed to address an emergent or related time-sensitive need.		
	The service provider(s) is required under the provisions of a grant or regulatory requirement.		
\checkmark	Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.		
	Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.		
	Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.		
	Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.		
	It is more cost-effective to obtain services by exercising an option under an existing contract.		
	It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.		
Shub With 2/32/19 Chief Executive Office Date			

NR

EXCEPTIONS

1. Additional Insured Status and Scope of Coverage

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

2. Deductibles and Self-Insured Retentions (SIRs)

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

3. District Review and Approval of Insurance Requirements

Contract Provision modified to add language: The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon District's determination of changes in risk exposures and subject to mutual agreement of District and Contractor.

4. Workers Compensation and Employers' Liability

Contract Provision modified to add language: 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), and if applicable, coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the District as the Alternate Employer, and the endorsement form shall be modified to provide that District 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.

5. Indemnification

Contract Provision modified to add language: <u>Neither party shall be liable for any indirect, consequential, incidental or punitive damages. Neither party shall be liable to the other for damages that exceed one and one half (1.5) times the annual fee for the maintenance period in which the cause of damages occurred.</u>



COUNTY OF LOS ANGELES

DEPARTMENT OF MEDICAL EXAMINER-CORONER

1104 N. MISSION RD, LOS ANGELES, CALIFORNIA 90033

Jonathan R. Lucas, M.D. Chief Medical Examiner-Coroner

December 3, 2019

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

Dear Supervisors:

APPROVE A MASTER AGREEMENT FOR AS-NEEDED FORENSIC PATHOLOGY SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Department of Medical Examiner-Coroner (DMEC) is requesting Board approval to solicit and execute agreements with qualified service providers and/or forensic pathologists to perform forensic pathology services on a part-time and intermittent basis. Approval of the recommended action will assist the DMEC in addressing critical workload needs during staffing shortages, peak workloads, unexpected emergencies, and vacation coverage.

IT IS RECOMMENDED THAT THE BOARD

1. Approve and authorize the Chief Medical Examiner-Coroner to execute as-needed Forensic Pathology Services agreements, substantially similar to Exhibit I, with qualified service providers and/or forensic pathologists with a three (3) year term, effective upon the date of execution, with an option to extend up to two (2) one-year periods, for a maximum term of five (5) years, and to execute applicable administrative amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 4, 2018, the Board approved and authorized the Chief Medical Examiner-Coroner to execute as-needed Forensic Pathology Services agreements with qualified forensic pathologists. In approving the recommended action, the Board authorizes the Chief Medical Examiner-Coroner to execute agreements with qualified service providers on an as-needed basis, in addition to the qualified forensic pathologists previously authorized by the Board, to perform autopsies and other related functions. These future agreements will ensure the availability of critical, as-needed, highly specialized, forensic pathology services including, but not limited to: autopsies, preparation of autopsy reports, neuropathology consultation, deposition and trial testimony.

Additionally, the Board's authorization will provide the Chief Medical Examiner-Coroner with a potential tool to recruit qualified forensic pathology physician specialists for regular employment with the DMEC. The DMEC prefers to recruit full-time, permanent forensic pathologists to fill vacant deputy medical examiner positions. However, ongoing recruitment efforts continue to be challenged by a nation-wide shortage of forensic pathologists available for full time work. Although individually contracted forensic pathologists are in somewhat greater supply – albeit for part-time work – and have been a viable solution to address needed services while the DMEC continues to have vacancies for the full-time positions, the demand for these services increases while the availability of individual contractors remains stagnant. Having agreements with qualified service providers who employ qualified forensic pathologists, for three (3) year terms, with two (2) options to extend the term in one (1) year increments, will allow the DMEC to appropriately respond to sudden short-term increases in caseloads and scaled-up capacity during a mass fatality event.

<u>Implementation of Strategic Plan Goals</u>

The recommended actions are consistent with the principles of the County's Strategic Plan Goal III, via Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by ensuring that resources are available to assist the Department in carrying out its mission, providing essential services to the public in an effective and efficient manner.

FISCAL IMPACT/FINANCING

The estimated annual cost for these part-time/intermittent forensic pathology services is \$500,000. The annual cumulative expenditure amount of \$500,000 over all existing agreements for as-needed forensic pathology services was previously authorized by the Board on September 4, 2018. The funds are available in the Department's Operating Budget and will be encumbered annually during each fiscal year for the duration of the agreement and renewal year(s), if renewal options are exercised. Therefore, this Board action will not result in an additional fiscal impact.

The Honorable Board of Supervisors December 3, 2019 Page 3

FACTS AND PROVISIONS/ LEGAL REQUIREMENTS

Pursuant to Government Code Section 27491, the DMEC is charged with inquiring into and determining the circumstances, manner, and cause of all violent, sudden, unattended or unusual deaths. The DMEC has the discretion to determine the extent of the inquiry into any death falling within its jurisdiction.

The sample agreement for part-time/intermittent physician forensic pathology services, substantially similar to Exhibit I, is in compliance with County contracting policies and procedures, as set forth by your Board. It satisfies traditional Civil Service exceptions permitting agreements which are exempt under the provisions of Proposition A under County Code Section 2.121.250(B)(4). These services are highly specialized and needed on a part-time and intermittent basis. Contractors will work only as-needed.

Additionally, the Department's previously approved request included the authorization to use an indemnification provision that deviates from the County's standard terms and conditions. In order to maintain parity between individually contracted physicians and qualified service providers, the same indemnification provision will be used.

The requested indemnification provision will require the County to defend and indemnify the contractors from civil liability, expense, and claims for civil damages arising from their acts or omissions in providing their professional services under the agreement, except for those arising from their willful or criminal misconduct, or if the Contractor acted or failed to act because of the Contractor's actual fraud, corruption, or actual malice. The County's indemnification extends only to the payment of settlements, judgments, and awards to third parties, including legal defense expenses, related to the Contractors' assigned death investigation case, and excludes coverage for punitive damages, or defense and indemnity in criminal actions or proceedings against the Contractor. This indemnification provision is substantially similar to a provision previously approved by the Board and incorporated in existing Department of Health Services (DHS) Part-time/Intermittent Specialty Medical Services agreements (see Exhibit II).

County Counsel has approved the sample agreement, Exhibit I, as to form.

CONTRACTING PROCESS

The DMEC will re-release a Request for Statement of Qualifications, substantially similar to Exhibit III, to solicit recruitment of qualified service providers and independent physicians, to establish a more comprehensive pool of forensic pathologists to perform forensic pathology services on an as-needed basis.

The Department will be responsible for negotiating rates with contractors, not to exceed the Department's budgeted amount for these services and shall screen all interested physicians to ensure they are qualified to perform the required services. Due to the sensitive nature of these

The Honorable Board of Supervisors December 3, 2019 Page 4

services, potential contractors will be subject to a rigorous credentialing and background check prior to receiving an agreement from the DMEC.

The Department will execute agreements with qualified service providers and physicians as determined by the DMEC, similar to Exhibit I, which are exempt under Proposition A, and satisfy traditional exceptions to the Civil Service requirements, on an as-needed basis.

County Counsel has approved the sample agreement, Exhibit I, as to form.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will ensure continued critical services as part of the Department's medicolegal death investigation duties to determine the cause and manner of death.

When approved, the Executive Office, Board of Supervisors is requested to return one signed copy of the approved Board Letter to the Department of Medical Examiner-Coroner, attention Silvia Gonzalez, Contracts Manager.

Respectfully submitted,

Jonathan R. Lucas, MD Chief Medical Examiner-Coroner

JRL/slg

Enclosure



DEPARTMENT OF MEDICAL EXAMINER-CORONER REQUEST FOR STATEMENT OF QUALIFICATIONS

FOR

AS-NEEDED FORENSIC PATHOLOGY SERVICES

Prepared By:
Silvia Gonzalez
County of Los Angeles
Department of Medical Examiner-Coroner
1104 N. Mission Road
Los Angeles, CA 90033

Request for Statement of Qualifications: As-needed Forensic Pathology Services

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COUNTY OF LOS ANGELES DEPARTMENT OF MEDICAL EXAMINER-CORONER Request for Statement of Qualifications: As-needed Forensic Pathology Services

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Request for Statement of Qualifications: As-needed Forensic Pathology Services

1 GENERAL INFORMATION

1.1 Scope of Work

The County of Los Angeles, Department of Medical Examiner-Coroner (Department) is seeking qualified Service Providers and/or forensic pathologists to enter into Master Agreements with the County to perform services on an as-needed basis.

The primary mission of the Department is to inquire into and determine the cause, manner and circumstances of all unnatural, suspicious, unusual, violent, sudden and unattended deaths. The cause of death is determined by investigation, post mortem examination and laboratory testing. In order to fulfill its primary mission, the Department is releasing this Request for Statement of Qualifications (RFSQ) seeking qualified candidates who are interested in offering as-needed pathology services. Service Providers and/or forensic pathologists that are determined to be qualified by the Department will form a pool of eligible Contractors that may perform forensic pathology services on an as-needed basis.

1.2 Overview of Solicitation Document

This RFSQ is composed of the following parts:

- GENERAL INFORMATION: Specifies the required Minimum Qualifications, provides information regarding some of the requirements of the Master Agreement and explains the solicitation process.
- SUBMISSION INSTRUCTIONS: Instructs the applicant on how to prepare and submit their Statement of Qualifications (SOQ).
- STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/SELECTION/
 QUALIFICATION PROCESS: Explains how the applicant's SOQ will be reviewed, qualified and selected.

APPENDICES:

A - REQUIRED FORMS: Forms contained in this section must be completed and included in the SOQ.

Request for Statement of Qualifications: As-needed Forensic Pathology Services

- B TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW: Transmittal sent to department requesting a Solicitation Requirements Review.
- > C COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS: County policy.
- > D JURY SERVICE ORDINANCE: County policy.
- E LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY: Contractors who are not allowed to contract with the County for a specific length of time.
- F IRS NOTICE 1015: Provides information on Federal Earned Income Credit.
- > G SAFELY SURRENDERED BABY LAW: County program.
- H SAMPLE MASTER AGREEMENT: This document is substantially similar to the Master Agreement that will be used during the term of the Agreement. The terms and conditions shown in the Master Agreement are not negotiable. Attached to the Sample Master Agreement is the Statement of Work to be performed by Contractor.
- ➤ I DEFAULTED PROPERTY TAX REDUCTION PROGRAM County Code
- J SCHEDULE OF FEES: Fixed Fee to be paid by County to Contractor for services performed as set forth under a consultant Agreement of this RFSQ.

1.3 Terms and Definitions

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

Request for Statement of Qualifications: As-needed Forensic Pathology Services

1.4 Minimum Qualifications

Interested and qualified forensic pathologists and service providers employing personnel that meet the mandatory Minimum Qualifications stated below are invited to submit a SOQ.

- 1.4.1 Must hold a valid State of California Physicians & Surgeons license.
- 1.4.2 Must be Board Certified in Anatomic and Forensic Pathology.
- 1.4.3 Must be able to physically handle the rigors of a "moderate' class position as defined by Los Angeles County Department of Human Resources ["MODERATE": includes standing or walking most of the time, with bending, stooping, squatting, twisting, and reaching; includes working in irregular surfaces, occasionally lifting objects weighing over 25 pounds, and frequent lifting of 10-25 pounds.]

Desirable Qualifications:

- 1.4.4 Prior experience providing consultations to a Medical Examiner/Coroner
 Office or as a qualified expert witness in Forensic Pathology in California
 Civil or Criminal court.
- 1.4.5 If a vendor's compliance with a County contract has been reviewed by the Department of Auditor-Controller within the last 10 years, Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

Request for Statement of Qualifications: As-needed Forensic Pathology Services

1.5 Intentionally Omitted

1.6 Master Agreement Process

The objective of this RFSQ process is to secure one or more qualified Vendors who can provide Forensic Pathology services on an as-needed basis. Specific tasks, deliverable, etc. will be determined at the time the Department assigns and issues a work order.

- 1.6.1 Master Agreements will be executed with all Vendors determined to be qualified.
- 1.6.2 Upon the Department's execution of these Master Agreements, the qualified Vendor will become a County Contractor and thereafter may perform services on as-needed basis. Work Orders assigned by the Department shall include a Statement of Work, which shall include the Coroner case assigned and the type of service required. Payment for all completed work shall be made on a fixed price basis per assigned Coroner case, subject to the Maximum Contract Sum. The execution of a Master Agreement does not guarantee a Contractor any minimum amount of work or payment from the County.

1.7 Master Agreement Term

- 1.7.1 The term of each Master Agreement will be three (3) years with two (2) optional one-year periods. Option periods will be exercised at the Department's discretion.
- 1.7.2 This RFSQ will be open-ended until the needs of the Department are met.
 County will be continuously accepting SOQ's to qualify Vendors. Each master agreement will become effective upon the date of its execution by the Chief Medical Examiner-Coroner or designee and expire three (3)

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years thereafter, unless sooner extended or terminated.

1.8 County Rights and Responsibilities

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

acting or purporting to act on its behalf.

1.9 Contact with County Personnel

Any contact with County personnel regarding this RFSQ or any matter relating thereto must be in writing and may be mailed or e-mailed as follows:

County of Los Angeles

Department of Medical Examiner-Coroner

Attn: Silvia Gonzalez, Contracts Manager

1104 N. Mission Road

Los Angeles, CA 90033

e-mail address: sgonzalez@coroner.lacounty.gov

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

1.10 Mandatory Requirement to Register on County's WebVen

5

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Prior to executing a Master Agreement, all potential Contractors <u>must register</u> in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at http://camisvr.co.la.ca.us/webven/

1.11 County Option To Reject SOQs

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

1.12 Protest Process

- 1.12.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.12.3 below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the Sections below.
- 1.12.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Vendor protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

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1.12.3 Grounds for Review

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

- Review of Solicitation Requirements Review (Reference subparagraph 2.4, Solicitation Requirement Review)
- Review of a Disqualified SOQ (Reference sub-paragraph 3.2,
 Disqualification Review)

1.13 Notice to Vendor's Regarding Public Records Act

- 1.13.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when the County executes a Master Agreement with the qualified Vendor(s), all such SOQs submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are defined and identified by the Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."
- 1.13.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception and may subject the entire SOQ to disclosure. The Vendor must specifically label only those provisions of the SOQ which are "Trade Secrets,"
 "Confidential," or "Proprietary" in nature.

1.14 Indemnification and Insurance

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Vendor shall be required to comply with the Indemnification provisions contained in Appendix H - Master Agreement. Vendor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix H - Master Agreement.

1.15 Intentionally Omitted

1.16 Intentionally Omitted

1.17 Background and Security Investigations

Background and security investigations may be required at the discretion of the County as a condition of beginning and continuing work under any resulting agreement.

1.18 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision sub-paragraph 7.6 and the Independent Contractor Status sub-paragraph 8.21 in Appendix H, Master Agreement.

1.19 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in *Appendix A - Required Forms Exhibit 2, Certification of No Conflict of Interest.*

1.20 Determination of Vendor Responsibility

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- 1.20.1 A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- 1.20.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.
- 1.20.3 The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board of Supervisors, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 1.20.4 If there is evidence that a Vendor may not be responsible, the

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

- 1.20.5 If the Vendor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor shall reside with the Board of Supervisors.
- 1.20.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.21 Vendor Debarment

1.21.1 The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by

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

- 1.21.2 If there is evidence that the Vendor may be subject to debarment, the Department shall notify the Vendor in writing of the evidence which is the basis for the proposed debarment, and shall advise the Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.21.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of the debarment. The Vendor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.21.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to

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modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 1.21.5 If a Vendor has been debarred for a period longer than five (5) years, that Vendor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Vendor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 1.21.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Vendor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment

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hearing.

- 1.21.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.21.8 These terms shall also apply to proposed subcontractors of Vendors on County contracts.
- 1.21.9 Appendix E provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.
- 1.22 Vendor's Adherence to County's Child Support Compliance Program Contractors shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

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1.23 Gratuities

1.23.1 Attempt to Secure Favorable Treatment

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

1.23.2 Vendor Notification to County

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

1.23.3 Form of Improper Consideration

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

1.24 Notice to Vendors Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person,

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corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the *Familiarity with the County Lobbyist Ordinance Certification*, as set forth in *Appendix A - Required Forms Exhibit 5*, as part of their SOQ.

1.25 Federal Earned Income Credit

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

1.26 Intentionally Omitted

1.27 County's Quality Assurance Plan

After award of a Master Agreement and subsequent Work Order(s), the County or its agent will evaluate the Contractor's performance under the Master Agreement and Work Order on an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Master Agreement and performance standards identified in the Work Order. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of this Master Agreement and subsequent Work Orders will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Master Agreement and/or Work Order in whole or in part, or impose other penalties as specified in the Master Agreement.

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1.28 Recycled Bond Paper

Vendor shall be required to comply with the County's policy on recycled bond paper as specified in Appendix H – Master Agreement, sub-paragraph 8.38.

1.29 Safely Surrendered Baby Law

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Appendix G (Safely Surrendered Baby Law) of this solicitation document. Additional information is available at www.babysafela.org.

1.30 County Policy on Doing Business with Small Business

- 1.30.1 The County has multiple programs that address small businesses.
 The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.
- 1.30.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in sub-paragraph 1.32 of this Section.
- 1.30.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify

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as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in sub-paragraph 1.31 of this Section.

1.30.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix C.

1.31 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix D, and the pertinent jury service provisions of the Appendix H - Master Agreement, sub-paragraph 8.7, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.31.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked

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per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

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

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collective bargaining agreement.

- 1.31.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in Appendix A Required Forms Exhibit 10, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.
- **1.32** Local Small Business Enterprise (LSBE) Preference Program
- 1.32.1 In reviewing Work Order Bids, the County will give LSBE preference to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affair's (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the DCBA as meeting the requirements set forth above prior to requesting the LSBE

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Preference in a solicitation.

- 1.32.2 To apply for certification as an LSBE, businesses should contact the DCBA at http://dcba.lacounty.gov.
- 1.32.3 Certified LSBEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.
- 1.32.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at http://www.pd.dgs.ca.gov/smbus/default
- 1.33 Local Small Business Enterprise (LSBE) Prompt Payment Program
 It is the intent of the County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.
- 1.34 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Vendor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Vendor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as

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the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information shall be provided by the Vendor on Appendix A - Required Forms Exhibit 1, Vendor's Organization Questionnaire/Affidavit and CBE Information. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

- **1.35** Social Enterprise (SE) Preference Program
 - 1.35.1 In reviewing Work Order Bids, the County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:
 - A business that qualifies as a SE and has been in operation for at least one (1) year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
 - 2) A business certified by the DCBA as a SE.
 - 1.35.2 The DCBA shall certify that a SE meets the criteria set forth in Section 1.35.1.
 - 1.35.3 Certified SEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.

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- 1.35.4 Further information on SEs is also available on the DCBA's website at: http://dcba.lacounty.gov.
- 1.36 Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, as contained in Appendix H, Master Agreement, Exhibit I.

- **1.37** Intentionally Omitted
- **1.38** Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix O, and the pertinent provisions of the Sample Master Agreement, Appendix H, Subparagraph 8.50 and 8.51, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Vendors shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Exhibit 12 in Appendix A –

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Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

SOQs that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

- 1.39 Disabled Veteran Business Enterprise (DVBE) Preference Program
 - 1.39.1 In reviewing Work Order Bids, the County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code

A DVBE vendor is defined as:

- A business which is certified by the State of California as a DVBE; or
- 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
- 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.
- 1.39.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Section 1.39.1, 1 or 2 above.
- 1.39.3 Certified DVBEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed.

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Businesses must complete and submit the Request for Preference

Program Consideration with each Work Order Bid response and submit
a letter of certification from the DCBA with their bid.

- 1.39.4 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at http://www.dgs.ca.gov/pd/Home.aspx.
- 1.39.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: https://www.va.gov/osdbu/.

1.40 Time Off for Voting

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

1.41 Vendor's Acknowledgement of County's Commitment to Zero Tolerance
Policy on Human Trafficking

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking. The policy prohibits

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Vendors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Vendors are required to complete Exhibit 13 (Zero Tolerance Policy on Human Trafficking Certification) in Appendix A (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Section 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix H (Sample Master Agreement). Further, contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.

- **1.42** Intentionally Omitted.
- **1.43** Default Method of Payment: Direct Deposit or Electronic Funds Transfer
 - 1.43.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
 - 1.43.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
 - 1.43.3 Any provision of law, grant, or funding agreement requiring a specific

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- form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 1.43.4 Upon contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.
- 1.44 Vendor's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952).

Contractors are required to complete Exhibit 15 (Compliance with Fair Chance Employment Hiring Practices Certification) in Appendix A (Required Forms), certifying that they are in full compliance with Section 12952, as indicated in the Master Agreement. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

2 INSTRUCTIONS TO VENDORS

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

2.1 County Responsibility

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

2.2 Truth and Accuracy of Representations

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

2.3 RFSQ Timetable

The timetable for this RFSQ is as follows:

- > Release of RFSQXX/XX/XX
- ➤ Request for a Solicitation Requirements Review Due.....XX/XX/XX
- > SOQ due by......Open Continuous

2.4 Solicitation Requirements Review

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

- The request for a Solicitation Requirements Review is made within ten
 (10) business days of the issuance of the solicitation document;
- 2. The request includes documentation (e.g., letterhead, business card,

Request for Statement of Qualifications: As-needed Forensic Pathology Services

- etc.), which identifies the underlying authority of the person or entity to submit a SOQ;
- The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 4. The request asserts that either:
 - a. application of the minimum requirements, evaluation criteria
 and/or business requirements unfairly disadvantages the person or entity; or,
 - due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective
 Vendor.

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

2.5 Vendors' Questions

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

When submitting questions please specify the RFSQ section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFSQ. County reserves the right to group similar questions when providing

Request for Statement of Qualifications: As-needed Forensic Pathology Services

answers.

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

Questions should be addressed to:

County of Los Angeles

Department of Medical Examiner-Coroner

Attn: Silvia Gonzalez, Contracts Manager

1104 N. Mission Road

Los Angeles, CA 90033

e-mail address: sgonzalez@coroner.lacounty.gov

2.6 Intentionally Omitted

2.7 Preparation and Format of the SOQ

All SOQs must be bound and submitted in the prescribed format. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

The content and sequence of the SOQ must be as follows:

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

2.7.1 Table of Contents

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

Request for Statement of Qualifications: As-needed Forensic Pathology Services

2.7.2 Vendor's Qualifications (Section A)

Demonstrate that the Vendor's organization has the experience to perform the required services. The following sections must be included:

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

The Vendor shall complete, sign and date the Vendor's

Organization Questionnaire/Affidavit and CBE Information —

Exhibit 1 as set forth in Appendix A. The person signing the form must be authorized to sign on behalf of the Vendor and to bind the vendor in a Master Agreement. Provide a summary of relevant background information to demonstrate that the Vendor meets the minimum qualifications stated in sub-paragraph 1.4 of this RFSQ and has the capability to perform the required services as a corporation or other entity.

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

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

Request for Statement of Qualifications: As-needed Forensic Pathology Services

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Vendor must submit the following documentation with the SOQ:

- A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership:

The Vendor must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

B. Vendor's References (Section A.2)

It is the Vendor's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both forms – Exhibits 6 and 7.

County may disqualify a Vendor if:

- references fail to substantiate Vendor's description of the services provided; or
- references fail to support that Vendor has a continuing pattern of providing capable, productive and skilled personnel, or

Request for Statement of Qualifications: As-needed Forensic Pathology Services

 the Department is unable to reach the point of contact with reasonable effort. It is the Vendor's responsibility to inform the point of contact of normal working hours

The Vendor must complete and include Required Forms, Exhibits 6, 7 and 8 as set forth in Appendix A.

- a. Prospective Contractor References, Exhibit 6
 Vendor must provide three (3) references where the same or similar scope of service was provided.
- b. Prospective Contractor List of Contracts, Exhibit 7
 The listing must include all Public Entities contracts for the last three (3) years. A photocopy of this form should be used if necessary.
- c. Prospective Contractor List of Terminated Contracts, Exhibit 8
 Listing must include contracts terminated within the past three (3)
 years with a reason for termination.
- C. Vendor's Pending Litigation and Judgments (Section A.3)
 Identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor.
- 2.7.3 Required Forms (Section B)

Include all forms identified in Appendix A – Required Forms.

2.7.4 Proof of Insurability (Section C)

Request for Statement of Qualifications: As-needed Forensic Pathology Services

Vendor must provide proof of insurability that meets all insurance

requirements set forth in the Appendix H - Master Agreement, sub-

paragraphs 8.23 and 8.24. If a Vendor does not currently have the

required coverage, a letter from a qualified insurance carrier indicating a

willingness to provide the required coverage should the Vendor be

selected to receive a Master Agreement award may be submitted with the

SOQ.

2.7.5 Proof of Curriculum Vitae and Licenses (Section D)

Vendor must furnish a copy of curriculum vitae and all applicable licenses.

2.8 SOQ Submission

The original SOQ and one (1) paper copy and one (1) electronic copy (stored

in CD or flash drive) shall be enclosed in a sealed envelope, plainly marked in

the upper left-hand corner with the name and address of the Vendor and bear

the words:

"SOQ FOR AS-NEEDED FORENSIC PATHOLOGY SERVICES"

The SOQ and any related information shall be delivered or mailed to:

County of Los Angeles

Department of Medical Examiner-Coroner

Attn: Silvia Gonzalez, Contracts Manager

1104 N. Mission Road

Los Angeles, CA 90033

Note: The electronic copy may also be e-mailed in lieu of submitting in the sealed

envelope.

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is

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Request for Statement of Qualifications: As-needed Forensic Pathology Services

received before the submission deadline identified in subparagraph 2.3. Submitting Vendors shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. No facsimile (fax) will be accepted.

All SOQs shall be firm offers and may not be withdrawn for a period of thirty (30) days following the last day to submit SOQs.

2.9 Acceptance of Terms and Conditions of Master Agreement

Vendors understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix H - Master Agreement.

2.10 SOQ Withdrawals

The Vendor may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for the same to the Chief Medical Examiner-Coroner or designee.

3 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

3.1 Review Process

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

3.1.1 Adherence to Minimum Qualifications

County shall review the *Vendor's Organization Questionnaire/Affidavit* – *Exhibit 1 of Appendix A, Required Forms,* and determine if the Vendor meets the minimum qualifications of this RFSQ.

Failure of the Vendor to comply with the minimum qualifications may eliminate its SOQ from any further consideration. The Department may elect to waive any informality in any SOQ if the sum and substance of the SOQ is present.

3.1.2 Vendor's Qualifications (Section A)

Request for Statement of Qualifications: As-needed Forensic Pathology Services

County's review shall include the following:

- Vendor's Background and Experience as provided in Section
 A.1 of the SOQ.
- Vendor's References as provided in Section A.2. The review
 will include verification of references submitted, a review of the
 County's Contract Database and Contractor Alert Reporting
 Database, if applicable, reflecting past performance history on
 County or other contracts, and a review of terminated
 contracts.
- A review to determine the magnitude of any pending litigation or judgments against the Vendor as provided in Section A.3.

3.1.3 Required Forms

All forms listed in Appendix A, including Appendix J (Schedule of Fees) except as instructed elsewhere, must be included in **Section B** of the SOQ.

3.1.4 Proof of Insurability

Review the proof of insurability provided in **Section C** of the SOQ.

3.1.5 Curriculum Vitae and Proof of Licenses

Review the proof of licenses provided in **Section D** of the SOQ.

3.2 Disqualification Review

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

Upon receipt of the written determination of non-responsiveness, the Vendor

Request for Statement of Qualifications: As-needed Forensic Pathology Services

may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

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

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

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

3.3 Selection/Qualification Process

The Department will select Vendors that possess a high level of experience and have demonstrated the ability to perform Forensic Pathology services at the standards of the Los Angeles County Chief Medical Examiner-Coroner. The Department, at its sole discretion, may offer Master Agreements to more than one Vendor.

3.4 Master Agreement Award

Request for Statement of Qualifications: As-needed Forensic Pathology Services

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

The Department will execute Board of Supervisors-authorized Master Agreements with each selected Vendor. All Vendors will be informed of the final selections.

APPENDIX A RFSQ REQUIRED FORMS

APPENDIX A REQUIRED FORMS TABLE OF CONTENTS

EXHIBITS

- 1 VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION
- 2 CERTIFICATION OF NO CONFLICT OF INTEREST
- 3 VENDOR'S EEO CERTIFICATION
- 4 REQUEST FOR PREFERENCE PROGRAM CONSIDERATION
- 5 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION
- 6 PROSPECTIVE CONTRACTOR REFERENCES
- 7 PROSPECTIVE CONTRACTOR LIST OF CONTRACTS
- 8 PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS
- 9 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
- 10 COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION
- 11 CHARITABLE CONTRIBUTIONS CERTIFICATION
- 12 CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- 13 ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION
- 14 INTREGRATED PEST MANAGEMENT PROGRAM COMPLIANCE CERTIFICATION
- 15 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

REQUIRED FORMS - EXHIBIT 1 VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Vendor and to bind the applicant in a Contract.

1.	Is your firm a corporation or limited liability company (LLC)? ☐ Yes ☐ No								
	If yes, complete:								
	Legal Name (found in Articles of Incorporation)								
	State	;		·	ear Inc.				
2.	If your firm is a limited partnership managing partner:			le proprietorship, state th	ne name	of the proprietor or			
3.	Is you	ur firm do	oing business under one or more	DBA's?	— □ Yes	□ No			
	If yes	s, comple	te:						
	Name			County of Registration		ar became DBA			
4.	Is you	ur firm w	nolly/majority owned by, or a sub	osidiary of another firm?	Yes				
	If yes	s, comple	te:						
	Name	e of pare	nt firm:						
	State	of incorp	poration or registration of parent	firm:					
5.	Has	your firm	done business as other names	within last five (5) years?	☐ Yes	□ No			
	If yes	s, comple	te:						
	Name	e		Ye	ar of Nar	me Change			
	Name	e		Ye	ar of Nar	me Change			
6.	Is yo		nvolved in any pending acquis	sition or mergers, includ	ing the a	associated company			
	□ Ye	es 🗆 No	If yes, provide information:						
Qı	ualific	ations as	edges and certifies that firm stated in Section 1.4, of this Re priate boxes:						
	Yes	σ αρρισ □ No	Vendor must hold a valid State	of California Physicians a	ınd Surae	eons license.			
	Yes	□ No	Vendor must be Board Certified	·	•				
	Yes	□ No	Vendor must physically handle Los Angeles County Department	the rigors of a "moderate		0,			
Δs	-Neede	ed Forensio	["Moderate": includes standing or twisting, and reaching; includes weighing over 25 pounds, and free Pathology Services RESQ - Required	working in irregular surfacturent lifting of 10-25 pounds	ces, occa				

□ Yes □ I	in an ar contracti from the	loes not have mount over ng County of date of dis h negotiatio	\$100 depar allow	0,000 tmen ance	0.00, than t, and r , unless	at are emair s such	confirme unpaid disallow	ed to be for a peceded	be disallower eriod of six are the s	ed cos month ubject	sts by the s or more of current
consideration	NIZATION INFO of award, contra ation or disability	ctor/vendor wi									
Business S	Structure: Sc	ole Proprietors ther (Specify)		l Par	tnership	☐ Cor	poration 🗆	Non-Pro	ofit 🛭 Franch	ise	
Total Numb	oer of Employee	s (including o	wners)	:							
Race/Ethni	c Composition of				ve total nu	umber (of individual	s into the	following cate	gories:	
Race/Ethnic	Composition	Owner Associa	s/Partnate Part				Managers			Staff	
		Male		Femal	e	Male	Fe	emale	Male		Female
Black/African											
Hispanic/Latin											
American Ind											
Filipino						_					
White											
. PERCENTAC	GE OF OWNERS	HIP IN FIRM:	Please	indica	ate by perc	entage (%) how <u>owne</u>	<u>ership</u> of th	ne firm is distribu	ited.	
	Black/African American	Hispan Lating		As	ian or Pac Islander	ific	American	Indian	Filipino		White
Men	%		%		isianaci	%		%		%	%
Women	%	5	%			%		%		%	%
agency, com	Agency Name	g and attach a	Mino		Women		ation. (Use		orm, if necessa		Other
connection wi at the Director DECLARATION	er acknowledge th this SOQ are r's sole judgme ON: I DECLA THAT THE AE	e made, the S nt and his/he ARE UNDER	SOQ m r judgr R PEN	nay bonent :	e rejecte shall be f Y OF F	d. The final. PERJU	e evaluatio	n and de	etermination	in this a	area shall b
VENDOR NA	ME:							COUNT	TY WEBVEN N	NUMBE	₹:
ADDRESS:								I			
PHONE NUM	BER:	E-MAIL:									
INTERNAL R NUMBER:	EVENUE SERVI	CE EMPLOYE	R IDE	NTIFI	CATION		CALIF		BUSINESS LIC	CENSE	
VENDOR OF	FICIAL NAME A	ND TITLE (PR	INT):								
SIGNATURE									DAT	E	

REQUIRED FORMS - EXHIBIT 2 CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

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

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

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

Vendor Name		
Vendor Official Title	 	
Official's Signature	 	

REQUIRED FORMS - EXHIBIT 3 VENDOR'S EEO CERTIFICATION

npany Name			
dress			
rnal Revenue Service Employer Identification Number			
GENERAL			
ees that all persons employed by such firm, its affiliates, sub be treated equally by the firm without regard to or because of	osidiaries, of race, reli	or hold gion, a	ing companies are incestry, national c
CERTIFICATION	YI	ES	NO
Vendor has written policy statement prohibiting discrimination in all phases of employment.	()	()
Vendor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
Vendor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
When areas are identified in employment practices, Vendor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()
	rnal Revenue Service Employer Identification Number GENERAL ccordance with provisions of the County Code of the County ees that all persons employed by such firm, its affiliates, subbe treated equally by the firm without regard to or because of ex and in compliance with all anti-discrimination laws of the Ufornia. CERTIFICATION Vendor has written policy statement prohibiting discrimination in all phases of employment. Vendor periodically conducts a self-analysis or utilization analysis of its work force. Vendor has a system for determining if its employment practices are discriminatory against protected groups. When areas are identified in employment practices, Vendor has a system for taking reasonable corrective	rnal Revenue Service Employer Identification Number GENERAL ccordance with provisions of the County Code of the County of Los Angees that all persons employed by such firm, its affiliates, subsidiaries, be treated equally by the firm without regard to or because of race, reliex and in compliance with all anti-discrimination laws of the United State fornia. CERTIFICATION YE Vendor has written policy statement prohibiting discrimination in all phases of employment. (Vendor periodically conducts a self-analysis or utilization analysis of its work force. (Vendor has a system for determining if its employment practices are discriminatory against protected groups. (When areas are identified in employment practices, Vendor has a system for taking reasonable corrective	rnal Revenue Service Employer Identification Number GENERAL ccordance with provisions of the County Code of the County of Los Angeles, to sees that all persons employed by such firm, its affiliates, subsidiaries, or hold be treated equally by the firm without regard to or because of race, religion, a ex and in compliance with all anti-discrimination laws of the United States of Afornia. CERTIFICATION YES Vendor has written policy statement prohibiting discrimination in all phases of employment. () Vendor periodically conducts a self-analysis or utilization analysis of its work force. () Vendor has a system for determining if its employment practices are discriminatory against protected groups. () When areas are identified in employment practices, Vendor has a system for taking reasonable corrective

Use this form for County Solicitations Not subject to the Federal Restriction

REQUEST FOR PREFERENCE CONSIDERATION

<u>INSTRUCTIONS</u>: Businesses requesting preference consideration must complete and return this form for proper consideration of the bid. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS BID BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ Rec	quest for Local Small	Business Enterprise (L	SBE) Program Pre	ference		
	□ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; or					
	☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee size that meet the State's Department of General Services requirements; and					
	Certified as a LSBE b	by the DCBA.				
□ Rec	quest for Social Ente	rprise (SE) Program Pre	eference			
	□ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and					
	Certified as a SE bus	iness by the DCBA.				
□ Rec	quest for Disabled Ve	eterans Business Enterp	orise (DVBE) Progra	am Preference		
	Certified by the State	of California, or				
	Certified by U.S. Dep	artment of Veterans Affa	airs as a DVBE; or			
	criteria set forth by:		as a DVBE or is v	nclusion policy that meets the rerified as a service-disabled		
	Certified as a DVBE	by the DCBA.				
NO INS SCORIN FIFTEEI	TANCE SHALL AN' IG PREFERENCE BI N PERCENT (15%) IN	Y OF THE ABOVE LISE COMBINED WITH AIR RESPONSE TO ANY C	STED PREFERENC NY OTHER COUNT OUNTY SOLICITAT			
				THE LAWS OF THE STATE		
	DCBA certification is	ABOVE INFORMATION	IS TRUE AND ACC	URAIE.		
Name o		ditached.	County Webven No.			
Print Na			County Webven No. Title:			
Signatu			Date:			
Ü						
Re	viewer's Signature	Approved	Disapproved	Date		
1						

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

Tha	1/00000		46-4.
rne	vendor	certifies	ınaı:

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

Signature:_____ Date:____

REQUIRED FORMS - EXHIBIT 6 PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name:	

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

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

As-Needed Forensic Pathology Services RFSQ - Required Forms

REQUIRED FORMS - EXHIBIT 7 PROSPECTIVE CONTRACTS

Contractor's Name:	

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

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

REQUIRED FORMS - EXHIBIT 8 PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name	•

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

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

REQUIRED FORMS - EXHIBIT 9 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

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

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV.

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

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

A.	Vendor has a proven record of hiring GAIN/GROW participants.
	YES (subject to verification by County)NO
B.	Vendor is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Vendor is willing to interview qualified GAIN/GROW participants.
	YESNO
C.	Vendor is willing to provide employed GAIN/GROW participants access to its employeementoring program, if available.
	YESNON/A (Program not available)
Ve	ndor Organization:
Sig	gnature:
Pri	nt Name:
Titl	le: Date:
Tel	lephone No : Fax No :

REQUIRED FORMS - EXHIBIT 10 COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

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

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

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

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

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; <u>and</u>, 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; <u>and</u>, 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 <u>has</u> and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company <u>will have</u> and adhere to such a policy prior to award of the contract.

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

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT 11 CHARITABLE CONTRIBUTIONS CERTIFICATION

Comp	pany Name
Addre	ess
Intern	nal Revenue Service Employer Identification Number
Califo	ornia Registry of Charitable Trusts "CT" number (if applicable)
Supe	Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's rvision of Trustees and Fundraisers for Charitable Purposes Act which regulates those ving and raising charitable contributions.
Chec	k the Certification below that is applicable to your company.
	Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.
	OR
	Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.
Signa	ature Date
 Name	e and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 12 CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

	Company Name:			
	Company Address:			
	City:	State:	Zip Code:	
	Telephone Number:	Email add	dress:	
	Solicitation/Contract For	Services:		
Γhe	e Proposer/Bidder/Contractor o	certifies that:		
	It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND			
	To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND			
The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Prop 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:			
	declare under penalty of perjury und ue and correct.	der the laws of the S	State of California that the information stated above is	
F	rint Name:		Title:	
5	Signature:		Date:	

ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

Company Name:			
Company Address:			
City:	State: Z	Zip Code:	
Telephone Number:	Email address:		
Solicitation/Contract for	Services		
VENDOR	CERTIFICATION		
establishing a zero tolerance policy on huma	Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.		
Vendor acknowledges and certifies compliance with Section 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that vendor or a member of his staff performing work under the proposed Contract will be in compliance. Vendor further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.			
I declare under penalty of perjury under information herein is true and correct company.			
Print Name:		Title:	
Signature:		Date:	

INTEGRATED PEST MANAGEMENT PROGRAM COMPLIANCE CERTIFICATION

Company Name:			
Company Address:			
City:	State:	Zip Code:	
Telephone Number:	Email address	s:	
Solicitation/Contract for	Services		
	PROPOSER CER	TIFICATION	
PROPOSER CERTIFICATION The County of Los Angeles is a permittee to a National Pollutant Discharge Elimination System Permit (NPDES Permit) issued by the Los Angeles Regional Water Quality Control Board to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. One of the conditions of the NPDES Permit is the Integrated Pest Management Program (IPM Program) which was developed to reduce the impact of pesticides and fertilizers to surface water. Among other things, the IPM Program imposes requirements to County Purchasing and Contracting, which are outlined in Section 8.54 (Integrated Pest Management Program Compliance) of the proposed Master Agreement. The entire Countywide IPM Program is available at www.lacountyipm.org Bidder acknowledges and certifies compliance with Section 8.54 (Integrated Pest Management Program Compliance) of the proposed Master Agreement and agrees that bidder or a member of its staff performing work under the proposed Master Agreement will be in compliance. Bidder further acknowledges that noncompliance with the County's IPM Program may result in rejection of any bid, or cancellation of any resultant Master Agreement, at the sole judgment of the County. I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this			
company.			
Print Name:			Title:
Signature:			Date:
0 .9a.s.			

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name:			
Company Address:			
City:	State:	Z	ip Code:
Telephone Number:	Email address:		
Solicitation/Contract for		Services	
PROPOSER/CO	NTRACTOR CERTIFIC	ATION	
The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.			
Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.			
I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.			
Print Name:		<u> </u>	Title:
Signature:			Date:

Vendor requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document

Vendor Name:	Date of Request:			
Solicitation Title:	Solicitation No.:			
A Solicitation Requirements Review is being requested because the Vendor asserts that they are being unfairly disadvantage for the following reason(s): <i>(check all that apply)</i>				
□ Application of Minimum Requirements				
□ Application of Business Requirements				
 Due to unclear instructions, the process may result in best possible responses 	n the County not receiving the			
For each area contested, Vendor must explain in detail the (Attach supporting documentation.)	e factual reasons for the requested review.			
Request submitted by:				
(Name)	(Title)			
For County use only				
Date Transmittal Received by County: Da	ate Solicitation Released:			
Reviewed by:				

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

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

WE RECOGNIZE....

The importance of small business to the County. . .

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

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

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

WE THEREFORE SHALL:

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

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

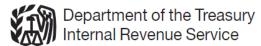
LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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

http://doingbusiness.lacounty.gov/DebarmentList.htm

IRS NOTICE 1015

Latest version is available from IRS website at http://www.irs.gov/pub/irs-pdf/n1015.pdf



Notice 1015

(Rev. December 2017)

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 whose wages 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 2017 are less than \$53,930 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2018.

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 download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

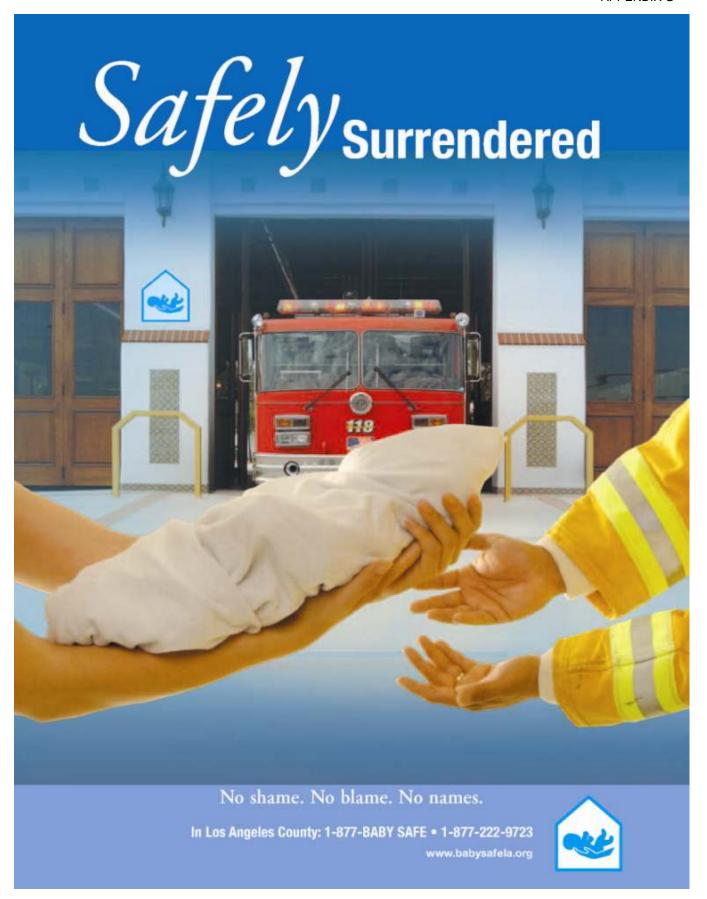
How Will My Employees Know If They Can Claim the EIC?

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?

An eligible employee claims the EIC on his or her 2017 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2017) Cat. No. 20599I



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

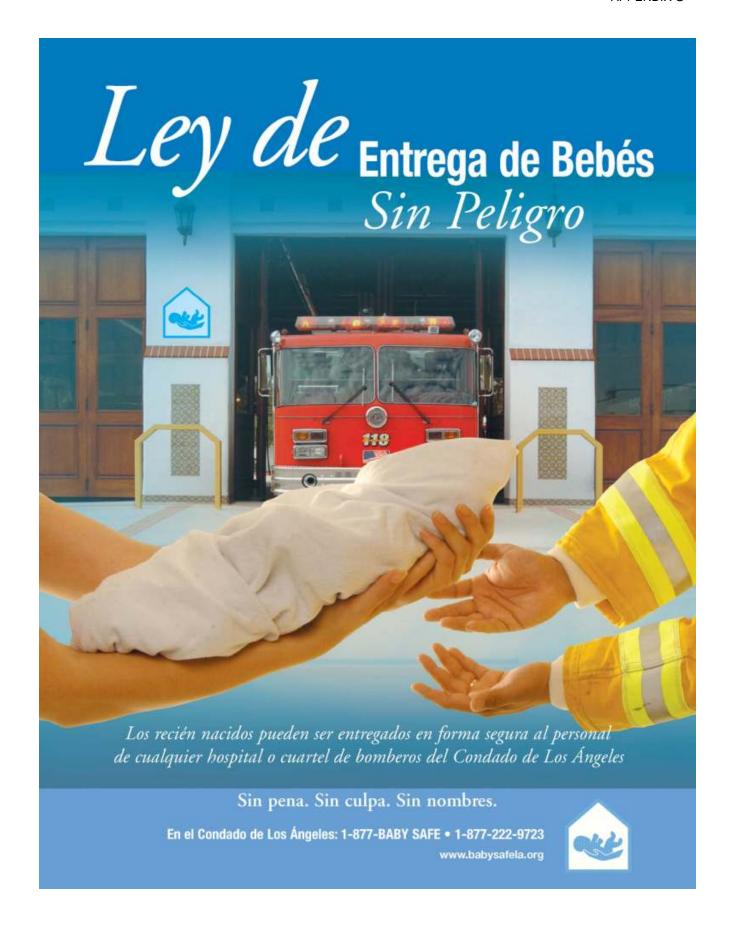
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés Sin Peligro

¿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 dias (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 Lev 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.

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- 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.)

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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;
 - 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.

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- 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.)

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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.)

SCHEDULE OF FEES

Contractor shall perform autopsies as set forth in the Agreement and Exhibits thereto. Coroner shall reimburse Contractor in consideration of the services performed under this Agreement on a per autopsy case basis. The per autopsy case remuneration is as follows:

Class A Autopsies (homicides)

Gunshot or stab wounds \$1,250.00

Blunt Force Trauma/Hit & Run Accidents cases \$1,250.00

Class B Autopsies (non-homicide)(traffic accidents)

The fixed fee is \$750.00 per complete routine autopsy.



MASTER AGREEMENT BY AND BETWEEN

COUNTY OF LOS ANGELES DEPARTMENT OF MEDICAL EXAMINER-CORONER AND

(CONTRACTOR)

FOR PART-TIME / INTERMITTENT FORENSIC PATHOLOGY SERVICES

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STANDARD EXHIBITS

- A Statement of Work
- B Schedule of Fees
- C County's Administration
- D Contractor's Administration
- E Safely Surrendered Baby Law
- F Jury Service Ordinance
- G Sample Work Order Formats
- H Forms Required For Each Work Order Before Work Begins
- I Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- J Contractor's EEO Certification
- K Intentionally Omitted

MASTER AGREEMENT BETWEEN COUNTY OF LOS ANGELES, DEPARTMENT OF MEDICAL EXAMINER-CORONER AND

FOR

PART-TIME / INTERMITTENT FORENSIC PATHOLOGY SERVICES

This Master Agreement and Exhibits made and entered into this ____ day of ______, 201_ by and between the County of Los Angeles, hereinafter referred to as "County" and ______, hereinafter referred to as "Contractor," to provide forensic autopsy services required of the County's Chief Medical Examiner-Coroner (hereinafter, "Coroner") who conducts medico-legal investigations in certain deaths.

RECITALS

WHEREAS, the Coroner has a need to perform autopsy services pursuant to Government Code Section 27471; and

WHEREAS, the County has determined that the forensic pathology services to be performed hereunder are needed only on a part-time or intermittent basis; and

WHEREAS, in accordance with the provision of part-time or intermittent services, it is the intent of the parties that the services provided pursuant to this Agreement shall be used only to address unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or service needs that are sporadic or unpredictable in nature such that they do not give rise to the need for a full-time physician; and

WHEREAS, the Coroner has found that the Contractor has the ability, based upon meeting qualifications and having previous experience, to provide autopsy services; and

WHEREAS, the Coroner has selected the Contractor who has proposed and desires to provide autopsy services to the Coroner; and

WHEREAS, Contractor either is (if not incorporated), or has (if incorporated) as its principal officer or employee, a physician duly licensed and certified under the laws of the State of California to engage in the practice of medicine; and

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

WHEREAS, the Board of Supervisors has authorized the Coroner or his/her designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

1.1 Exhibit A Statement of Work

1.2 Exhibit B Schedule of Fees

1.3 Exhibit C County's Administration

- 1.4 Exhibit D Contractor's Administration
- 1.5 Exhibit E Safely Surrendered Baby Law
- 1.6 Exhibit F Jury Service Ordinance
- 1.7 Exhibit G Sample Work Order Forms
- 1.8 Exhibit H Forms Required For Each Work Order Before Work Begins
- 1.9 Exhibit I Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- 1.10 Exhibit J Contractor's EEO Certification Subsequent Executed Work Orders
- 1.11 EXHIBIT K Intentionally Ommitted

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

2.0 DEFINITIONS

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

- 2.1 **Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 **Contractor Project Manager:** The individual designated by the Contractor to administer the day-to-day activities and operations as related to this Master Agreement after the Master Agreement award.
- 2.3 Intentionally Omitted
- 2.4 **County Project Director:** Person designated by Coroner with authority over administrative and operational matters relating to this Master Agreement.
- 2.5 **County Project Manager:** Person designated by Coroner as the chief contact person with respect to the day-to-day administration of the Master Agreement.

- 2.6 Intentionally Omitted
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Coroner:** Chief Medical Examiner-Coroner of the Department of Medical Examiner-Coroner.
- 2.9 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 **Master Agreement:** County's standard agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.11 Qualified Contractor: A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Department of Medical Examiner-Coroner.
- 2.12 Request For Statement of Qualifications (RFSQ): A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.13 **Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.14 **Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.15 **Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. No work shall be performed by Contractor except in accordance with validly executed Work Orders.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
 - 3.1.1 Contractor shall provide forensic autopsy services as set forth in Exhibit "A", Statement of Work, attached hereto and incorporated by reference. Contractor shall be under the administrative and professional direction of the Coroner, Department of Medical Examiner-Coroner, or designee. Contractor shall only work part-time or intermittently as required by the Department of Medical Examiner-Coroner only to fulfill service needs that arise as a result of unanticipated or critical staffing shortages, peak workloads,

- unexpected emergencies, vacation coverage or a sporadic or unpredictable need that does not give rise to the need for a full-time physician.
- 3.1.2 Contractor, and Contractor's personnel, performing forensic pathology services shall be appropriately licensed by the State of California. Prior to the effective date of this Master Agreement, Contractor shall provide County with a copy of all current licenses, credentials, or certifications required by law for the provision of services hereunder.
- 3.1.3 Contractor, and Contractor's personnel, performing forensic pathology services, shall continuously have and maintain board verification or board eligibility in her/his specialty (ies) for which he or she has contracted to provide hereunder.
- 3.1.4 Contractor shall meet the credentialing requirements set forth herein prior to providing services under this Master Agreement.
- 3.2 Work shall be issued via an executed Work Order. Work Orders shall generally conform to Exhibit G, on an all-inclusive fixed price per deliverable basis. Each Work Order shall include the Coroner Case Number of the case(s) and deliverable type being requested. Payment for all work shall be on a fixed priced per deliverable basis.
- 3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with sub-paragraph 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by Coroner or his/her designee as authorized by the Board of Supervisors. This Master Agreement shall expire on _____ unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year extensions, for a maximum total Master Agreement term of five (5) years. Each such option and extension shall be exercised at the sole discretion of the Coroner or his/her designee as authorized by the Board of Supervisors.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may

- be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.
- 4.3 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Department of Medical Examiner-Coroner at the address herein provided in Exhibit C.

5.0 CONTRACT SUM

- Contractor shall not be entitled to any payment by County under this 5.1 Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum obligation) shall not exceed) and may not exceed amounts allocated to the Coroner by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 No Payment for Services Provided Following Expiration/ Termination of Master Agreement

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

5.4 **Invoices and Payments**

- 5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor shall separately invoice County in arrears for each Work Order monthly
- 5.4.2 Payment for all work shall be on a fixed price per case (per deliverable) basis as set forth in Exhibit B, Schedule of Fees, and subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with sub-paragraph 8.25, Liquidated Damages.
- 5.4.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.4 All work performed by, and all invoices submitted by Contractor, pursuant to Work Orders issued hereunder, must receive the written approval of County's Project Director, who shall be responsible for evaluating all work performed by Contractor before approval of work and/or payment of invoices is permitted.
- 5.4.5 Invoices under this Master Agreement shall be submitted to the following address:

County of Los Angeles

Department of Medical Examiner-Coroner

Attn: Accounting Section

1104 N. Mission Road

Los Angeles, CA 90033

5.4.6 **Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order. Each invoice submitted by Contractor shall specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance for work being invoiced;
- Coroner's Case Number(s)
- Type of work performed (i.e., Class A or B autopsy (include description of service i.e., homicide or nonhomicide)
- Individual amount being billed (Per Case Fee)
- Total amount of the invoice.

5.4.7 Payment

Upon receipt of a complete and correct invoice, County shall pay Contractor within thirty (30) calendar days. Incorrect and/or discrepant billings, as determined by the County, will be returned to Contractor for correction before payment is made.

5.5 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Master Agreement. Upon occurrence if this event, Contractor shall send written notification to the Department of Medical Examiner-Coroner at the address herein provided in Exhibit C, County's Administration.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit C. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 Coroner

The Coroner has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department of Medical Examiner-Coroner and Contractor.

6.2 County's Project Director

The County's Project Director, or designee, shall be the authority for County on administrative and operational matters relating to this Master Agreement that cannot be resolved by the County Project Manager.

6.3 Intentionally omitted

6.4 County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Project Manager shall prepare and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

The responsibilities of the Project Manager include:

6.4.1 Ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;

- 6.4.2 Coordinating and monitoring the work of Contractor assigned to the Work Order, and for ensuring that this Master Agreement's objectives are met;
- 6.4.3 Monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- 6.4.4 Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- 6.4.5 Acceptance of tasks, deliverables, goods, and services as required herein for payment to Contractor; and
- 6.4.6 County's Project Manager is not authorized to make any changes in Work Order rates, dollar totals or periods of performance, or in the terms and conditions of this Agreement, except through formally prepared Amendments, Paragraph 17.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

- 7.1.1 Contractor's Project Manager is designated in Exhibit D. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Project Manager on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit D. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's personnel performing work hereunder and any proposed changes in Contractor's personnel, including, but not limited to, Contractor's Project Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

- 7.4.1 All of Contractor's personnel assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.
- 7.4.2 Contractor is responsible to ensure that its personnel have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.3 Contractor shall notify the County within one business day when personnel are/is terminated from working under this Master Agreement. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the personnel has terminated employment with the Contractor.
- 7.4.4 If County requests the removal of Contractor's personnel, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Master Agreement.

7.5 Background and Security Investigations

7.5.1 Contractor and Contractor's personnel performing services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. At any time, prior to and during the term of this Agreement, County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information; verifying status of licenses, medical clearance(s) (in accordance with Title 22, California Code of Regulations requirements), credentials, certifications, claims history; and querying the National Data Bank and the State Medical Board. The fees associated with the background investigation shall be at the expense of the Contractor,

- regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If Contractor or a member of Contractor's personnel does not pass the background investigation, County may request that Contractor and/or the member of Contractor's personnel be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's personnel any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to Contractor or any member of Contractor's personnel that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of Contractor or of any member of Contractor's personnel pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement. Notwithstanding the foregoing, in the event the County inadvertently utilizes Contractor's services absent the appropriate licenses, credential, or certifications, County shall have no obligation for payment to Contractor of any money or reimbursement, of any kind whatsoever.

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, and Department of Medical Examiner-Coroner directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information. The Contractor shall comply with all confidentiality provisions of this Master Agreement.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers,

employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors, if any, providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", within Exhibit H.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Coroner in the following manner:
 - 8.1.2.1 The Coroner or his designee may, at his sole discretion, authorize changes which do not materially affect the scope of work, period of performance, payments or any other term or condition include under this Master Agreement, an amendment shall be prepared and signed by the Chief Medical Examiner-Coroner, Department of Medical Examiner-Coroner or his designee and Contractor.

8.1.2.2 For any revision, which materially affects the scope of work, period of performance, payments, or any term and condition included in this Master Agreement, a negotiated amendment to this Master Agreement shall be executed by the Los Angeles County Board of Supervisors and Contractor.

As used herein, the term "materially" is defined as being a change of more than (25%) of the Master Agreement maximum obligation, a change of more than ninety (90) days to any period of performance or a change in the work required which in the sole discretion of the Coroner warrants execution by the Board of Supervisors

8.2 Assignment and Delegation

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material

breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Complaints

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

- 8.4.1 Within ten (10) business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.4.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

8.5.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State and local

laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

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

8.6 Compliance with Civil Rights Laws

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

8.7 Compliance with County's Jury Service Program

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

8.7.2 Written Employee Jury Service Policy

- 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements 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 fulltime. Full-time employees providing short-term. temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. provisions of this sub-paragraph shall be inserted into

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

8.8 Conflict of Interest

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that

create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph 8.8 shall be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoff or Re-employment

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

8.10 Consideration of Hiring GAIN-GROW Participants

- Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with requirements iob GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.
- 8.10.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 Chapter 2.202 of the County Code

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

8.11.3 Non-responsible Contractor

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

8.11.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative

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

- request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

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

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

- 8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services

Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 County's Quality Assurance Plan

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

8.15 Damage to County Facilities, Buildings or Grounds

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

8.16 Employment Eligibility Verification

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

covered employees for the period prescribed by law.

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

8.17 Facsimile Representations

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

8.18 Fair Labor Standards

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

8.19 Force Majeure

- 8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event,

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

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

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

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

employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

8.21.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.6 – Confidentiality.

8.22 Indemnification

8.22.1 County Professional Liability Indemnification

- 8.22.1.1 County shall indemnify, defend, and hold harmless Contractor, its officers, and employees (for purposes of this Paragraph 8.22.1, hereinafter collectively referred to as "Contractor") from and against liability, including but not limited to demands, actions, fees, costs and expenses (including attorney and expert witness fees), and claims for damages to third parties resulting from or related to any act or omission in the rendering, or the failure to render, services arising out of Contractor's professional forensic services performed in good faith under this Master Agreement.
- 8.22.1.2 County's indemnification of Contractor under this Sub-Paragraph 8.22.1 is limited to Contractor's liability to a third party who is the next of kin of a decedent, or personal representative of the estate of a decedent, whose autopsy has been assigned to and performed by Contractor in good faith.
- 8.22.1.3 Contractor shall give prompt telephonic notice within twenty-four (24) hours to the County's Project Director and County's Project Manager of any incident, action, or claim to which this indemnification applies and shall fully cooperate with County and its claims representatives and/or its attorneys, in any defense, settlement, or other disposition of such incident, action, or claim. Such telephonic notice shall be immediately followed by written notice to County's Risk Manager. Failure of Contractor to provide prompt telephonic and written notice of an incident, action, or claim herein shall relieve County of its indemnification obligation under this Sub-Paragraph 8.22.

- 8.22.1.4 County reserves the right to investigate any incident, action, or claim. In such event, Contractor shall cooperate with County representatives, to include, but not limited to, access to the records and reports pertaining to the services provided and involved in such incident, action, or claim. Contractor shall also provide to County's representatives access to its employees and agents, if any, who provided services to the County involved in such incident, action, or claim. If Contractor fails to cooperate with County, County's indemnification obligation with respect to such action or claim shall immediately terminate shall have no financial obligation to or on behalf of Contractor for liability, expenses, including legal defense fees and expenses, or payments of settlements, judgments, awards, or damages arising out of the incident.
- 8.22.1.5 County's agents, as designated by Coroner, will consult with Contractor regarding the disposition of any action or claim hereunder. However, County reserves the right to determine the final disposition of any action or claim. In the event Contractor does not agree with County's agents in any defense, settlement, or other disposition of such action or claim, Contractor may pursue defense, settlement, or other disposition of such action independently. and County's indemnification obligation with respect to such action or claim shall immediately terminate shall have no financial obligation to or on behalf of Contractor for liability. expenses, including legal defense fees and expenses, or payments of settlements, judgments, awards, or damages arising out of the incident.
- 8.22.1.6 County's indemnification to Contractor under this Sub-Paragraph 8.22.1 shall not include the payment of punitive damages, nor for legal fees and costs expended by third parties, arising from the willful or criminal misconduct of Contractor.
- 8.22.1.7 The provisions of this Sub-Paragraph 8.22.1 shall survive the expiration or earlier termination of this Agreement for actions or claims against Contractor.

8.22.2 County's General Liability Indemnification

In addition to County's indemnification of Contractor under Sub-Paragraph 8.22.1, County shall indemnify, defend, and save harmless Contractor, its officers, and employees (in this Paragraph hereafter collectively referred to as "Contractor") from general liability, expense, and claims for damages of third parties resulting from or directly related to the provision of services at the Coroner's premises covered under this Agreement, except that this indemnification shall not extend to Contractor's willful or criminal misconduct or to any Contractor actions which result in the imposition of punitive damages.

8.22.3 Contractor's Indemnification

- 8.22.3.1 Notwithstanding the County's indemnification under Sub-Paragraphs 8.22.1 and 8.22.2, Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnities") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.
- 8.22.3.2 Contractor shall indemnify, defend, and hold harmless the County Indemnitees from all demands, claims, actions, fees, costs and expenses arising from injuries to Contractor's employee(s) for which benefits are required to be provided under a policy of Workers Compensation insurance, as stated under Sub-Paragraph 8.24.3.

8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section and Section 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient

to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or selfretentions exceeding insured fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles Department of Medical Examiner-Coroner Contracts Section 1104 N. Mission Road Los Angeles, California 90033 Attention: Silvia Gonzalez

Contractor also shall promptly report, and within twenty-four (24) hours, 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. An injury to a Contractor employee(s) occurring on County property shall be submitted on a County "Non-employee Injury Report" to the County Project Manager. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.23.2 Additional Insured Status and Scope of Coverage

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

8.23.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage,

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

8.23.4 Failure to Maintain Insurance

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

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Shall Be Primary

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

8.23.7 Waivers of Subrogation

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

8.23.8 Sub-Contractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

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

8.23.12 Separation of Insureds

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

8.23.13 Alternative Risk Financing Programs

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

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

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

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

- 8.24.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 8.24.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 Unique Insurance Coverage

Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Master Agreement, 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 Agreement's expiration, termination or cancellation.

8.25 Liquidated Damages

- 8.25.1 If, in the judgment of the Coroner, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Coroner, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Coroner, or his/her designee, in a written notice describing the reasons for said action.
- 8.25.2 If the Coroner determines that there are deficiencies in the performance of this Master Agreement that the Coroner or his/her designee, deems are correctable by the Contractor over a certain time span, the Coroneror his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:
 - (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred Fifty Dollars (\$250) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

- (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.25.3 The action noted in sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.
- 8.25.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

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

8.27 Nondiscrimination and Affirmative Action

- 8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit J Contractor's EEO Certification.
- 8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment

- or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this subparagraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in determination by the California addition. а Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 Non Exclusivity

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

8.29 Notice of Delays

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

8.30 Notice of Disputes

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the Coroner, or designee shall resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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

8.32 Notice to Employees Regarding the Safely Surrendered Baby

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit E, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at www.babysafela.org.

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits C, County's Administration, and D, Contractor's

Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Coroner or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

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

8.36 Publicity

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

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.
- 8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this subparagraph 8.36 shall apply.

8.37 Record Retention and Inspection-Audit Settlement

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

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

8.38 Recycled Bond Paper

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

8.39 Subcontracting

The requirements of this Master Agreement shall not be subcontracted by the Contractor. Any subcontract shall be null and void and be deemed a material breach of this Master Agreement.

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

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

- 8.41.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the Coroner, in his/her sole discretion, to be in the best interest of the Department of Medical Examiner-Coroner. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.41.2 Notwithstanding any other provision of this Master Agreement, the Coroner may find Contractor out of compliance with this Master Agreement and immediately suspend Contractor's performance and/or terminate this Master Agreement if the Coroner determines, at his sole discretion, that Contractor has demonstrated a substandard work quality, or a consistent failure to adhere to Coroner's policies, procedures, and contractual requirements, as outlined in this Master Agreement and in the Coroner's policy manuals.
- 8.41.3 County, through the Coroner, may suspend or terminate this Agreement immediately if Contractor's license to practice medicine is suspended or revoked by the State of California (Medical Board of California).
- 8.41.4 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:
 - Stop work under the Work Order or under this Master Agreement, as identified in such notice;

- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.41.5 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with sub-paragraph 8.37, Record Retention and Inspection/Audit Settlement.
- 8.41.6 County's failure to exercise any right of termination under this Paragraph 8.41 shall not constitute waiver of such right and the same may be exercised at any subsequent time.
- 8.41.7 In conjunction with any suspension or termination of this Master Agreement by County, Contractor understands and acknowledges that he/she shall have no right to any County administrative hearing or other County due process right under the Coroner's bylaws or other County administrative forum to challenge or appeal such suspension or termination.

8.42 Termination for Default

- 8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of the Coroner:
 - Contractor has materially breached this Master Agreement;
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods

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

8.43 Termination for Improper Consideration

- The County may, by written notice to the Contractor, 8.43.1 immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

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

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

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

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

8.49 Warranty Against Contingent Fees

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

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

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

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

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

8.52 Time off For Voting

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

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

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

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

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

8.54 Intentionally Omitted

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

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

County and the Contractor therefore agree to the terms of Exhibit I, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 (HIPAA)

9.2 Budget Reductions

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

9.3 Supplies

9.3.1 The Coroner shall furnish to Contractor the physical facilities and supplies, including but not limited to protective clothing and breathing apparatus, as the Coroner deems necessary and consistent with Coroner policy, to perform the services covered by this Agreement.

9.4 Parking

- 9.4.1 When Providing services hereunder at the Coroner, parking for Contractor's vehicle will be made available by Coroner.
- 9.5 Intentionally Omitted
- 9.6 Intentionally Omitted
- 9.7 Intentionally Omitted
- 9.8 Intentionally Omitted

AUTHORIZATION OF MASTER AGREEMENT FOR PART-TIME / INTERMITTENT PHYSICIAN FORENSIC PATHOLOGY SERVICES

IN WITNESS WHEREOF, the Bo	ard of Supervisors of the County of Los
Angeles has caused this Master Agreem	ent to be executed by the Chief Medical
Examiner-Coroner, Department of Medi	
approved by County Counsel, and Contra	
	_
to be executed in its behalf by its duly a	day of
, 201	
	COUNTY OF LOS ANGELES
	By
	JONATHAN LUCAS, M.D. Chief Medical Examiner-Coroner Department of Medical Examiner- Coroner
Ву	
Contractor	
Signed:	
Printed:	
Title:	
APPROVED AS TO FORM:	
MARY C. WICKHAM County Counsel	
By BRIAN T. CHU Principal Deputy County Counsel	

EXHIBIT A



DEPARTMENT OF MEDICAL EXAMINER-CORONER STATEMENT OF WORK

FOR

AS-NEEDED FORENSIC PATHOLOGY SERVICES

TABLE OF CONTENTS

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2.	MINIMUM REQUIREMENTS		.1
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4.	SPECIFIC WORK REQUIREMENTS		.4
5.	OTHER DUTIES		.7
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8.	CONTRACTOR'S SECURITY AND CONFIDENTIALITY REQUIREMENTS		.8
9	WORKLOAD REPORTING		q

STATEMENT OF WORK

1. SCOPE OF WORK

The County of Los Angeles County, Department of Medical Examiner-Coroner (DMEC) requires as-needed Forensic Pathology Services for autopsies performed pursuant to section 27491 of the Government Code of the State of California.

Contractor shall arrange for the provision of Forensic Pathology Services by physicians that are duly licensed and certified by the State of California, and that possess a high level of experience demonstrating the ability to perform to the standards of the DMEC to perform as-needed services such as autopsies and specialized neuropathology examinations as more particularly described herein.

Contractor or Contractor's personnel (collectively, Contractor) shall perform work within one or both of the following categories:

- 1. Forensic Pathology Services Autopsy
- 2. Forensic Pathology Services Neuropathology

Contractor shall review the circumstances of death and perform autopsies or neuropathology examinations on decedents to assist in the determination of cause and manner of death, under the direction of the Chief Medical Examiner-Coroner or designee.

From time to time, Contractor may be required to appear and testify in court or in deposition concerning their work performed on their assigned case(s).

2. MINIMUM REQUIREMENTS

At a minimum, Contractor shall comply with the following requirements:

- a. Hold a valid State of California Physicians & Surgeons license.
- b. Forensic Pathology Services Autopsy

- 1. Be Board Certified in Anatomic and Forensic Pathology.
- 2. Have two years' prior experience in a Medical Examiner/Coroner Office.
- c. Forensic Pathology Services Neuropathology.
 - 1. Be Board Certified in Anatomic Pathology and Neuropathology.
- d. Be able to physically handle the rigors of a "moderate" class position as defined by Los Angeles County Department of Human Resources, including, but not limited to, standing or walking most of the time, with bending, stooping, squatting, twisting, and reaching, working in and around irregular surfaces, occasionally lifting objects weighing over 25 pounds, and frequent lifting of 10-25 pounds.
- e. Provide expert testimony in court, in deposition, or by affidavit, as needed. Must have prior court experience to qualify to provide testimony as an expert witness in areas of forensic medicine, including but not limited to: gunshot wounds, stab wounds, blunt force trauma, microscopic examinations and toxicology (toxicology pertains to Forensic Pathology Services Autopsy only).

f.

3. GENERAL RESPONSIBILITIES

- a. Contractor shall perform services in a timely manner.
- b. Although forensic attendants or laboratory personnel are usually available to assist the physician, this is not a prerequisite to performing the assigned work. Contractor shall not refuse to perform an autopsy or other examination based on the unavailability of a forensic attendant or laboratory personnel.
- c. Contractor shall wear all required Personal Protection Equipment provided by the Department as set-forth in the DMEC's current Deputy Medical Examiner Procedure Manual (DME Manual).
- d. Contractor (Forensic Pathology Services Autopsy) shall make itself available to provide courtroom or deposition testimony, as needed, as a percipient witness arising from their responsibilities under this Statement of Work, or as an expert witness in all areas of forensic medicine, including, but not limited to gunshot wounds, stab wounds, blunt force trauma, microscopic examination, and toxicology. Contractor's compensation for providing such percipient and/or

- expert testimony is the responsibility of the requesting party. DMEC shall not be responsible for the payment of such compensation, nor for the collection of such compensation on behalf of Contractor.]
- e. [Contractor (Forensic Pathology Services Neuropathology) shall make itself available to provide courtroom or deposition testimony, as needed, as a percipient witness arising from their responsibilities under this Statement of Work, or as an expert witness in all areas of neuropathology as they pertain to forensic pathology, including, but not limited to gunshot wounds, stab wounds, blunt force trauma, and microscopic examination. Contractor's compensation for providing such percipient and/or expert testimony is the responsibility of the requesting party. DMEC shall not be responsible for the payment of such compensation, nor for the collection of such compensation on behalf of Contractor.]
- f. Contractor shall adhere to all DMEC policies, procedures, and regulations, including, but not limited to the current DME Manual.
- g. Contractor (Forensic Pathology Services Autopsy) shall discuss, as needed, cause and manner of death with family.
- h. Contractor shall consult with Coroner investigators, toxicologists, criminalists, consultants in anthropology, odontology, radiology, an other ancillary studies, as well as representatives of law enforcement, district attorney staff and other specialists and officials as needed and required by the DMEC.
- i. Contractor shall conduct her/him self in a professional manner.
- j. Contractor shall adhere to established guidelines, as set forth in the DME Manual, for the collection of specimens.
- k. Contractor shall adhere to established guidelines, as set forth in the DME Manual with respect to consultant obligations.
- Dictations should be completed on the day of the autopsy or examination.
 Autopsy reports and all other forms and reports shall be complete, thorough and signed/dated by Contractor.
- m. Contractor shall maintain a clean and orderly work area and adhere to all safety regulations as given in the Departments Injury & Illness Prevention Manual.

4. SPECIFIC WORK REQUIREMENTS

4.1 Routine Autopsies

Contractor shall perform routine autopsies, as needed, to determine cause and manner of death. A routine autopsy may consist of either a gross examination only, or a gross and microscopic examination. Contractor shall perform complete, routine autopsies as set forth in the DME Policy Manual including, but not limited to the following:

- a. Determine the extent of the examination.
- b. Authoring and providing all reports, including sketches and/or diagrams, as required
- c. A complete examination of the head, neck, trunk, extremities, bowels, and other organs, with representative tissue retention and blood samples.
- d. Preserving appropriate specimens for gross and/or microscopic examination and long-term storage.
- e. Collecting tissues for research as approved by the Chief Medical Examiner-Coroner.
- f. Cutting wet tissue for slide preparation in a timely manner (within 7 days) if indicated, at Contractor's discretion.
- g. Contractor may be required to review the clinical and medical history as well as any law enforcement reports pertaining to the deceased, as needed in order to appropriately establish cause and manner of death.
- h. Dictate, correct and sign/date a detailed autopsy report, providing appropriate medical opinion as to cause and manner of death.
- i. Completing the death certificate at time of autopsy in order to facilitate release of remains and obtaining burial permit, and all amendments, as needed
- j. Using the DMEC-established standard autopsy report format.

4.2 Special Autopsies (Class A)

Contractor shall perform a Class A Autopsy, at the discretion and instruction of the Chief Medical Examiner-Coroner or his delegate, which activities are in

- addition to those performed in a routine autopsy, including, but not limited to, the following:
- a. Pre-autopsy consultations with the Chief Medical Examiner-Coroner,
 Toxicologist, Criminalist, Neuropathologist, Anthropologist, Odontologist,
 Radiologist, and other consultants/specialists as required.
- b. Special collection of tissues and fluid samples for cultures and toxicological analysis as needed. Other sample collections may be needed as individual cases may require.
- c. Collection of trace evidence with Criminalist, which could include, but is not limited to, hair, fibers, sexual assault kit, gunshot residue, paint chips, or other microscopic materials or fluids.
- d. Collection of physical evidence with Criminalist, which could include, but is not limited to, bullets, knives, ligatures, or other macroscopic materials or objects.
- e. Inspection of death scenes in homicide and suspicious deaths as may be required.
- f. Conducting all or part of the autopsy at the scene in case of disasters, as may be required.
- g. Conducting a post-embalming examination, as needed.
- h. Direct photos to be taken as needed at Contractor's discretion.
- Consultations with DMEC's Coroner Investigator, law enforcement investigator, District Attorney, and/or other officials as needed.

4.3 Routine Neuropathology Examinations

A routine neuropathology examination may consist of either a gross examination only, or a gross and microscopic examination. The extent of the examination will be determined by Contractor.

4.3.1 Gross Neuropathology Examinations will consist of the following:

- a. Reviews of Coroner's Investigator's report, autopsy report, hospital records, and other documents before the examination. Cases should be discussed with the referring pathologist, as appropriate.
- b. Cutting and examination of the fixed brain, spinal cord, or other nervous system or muscle tissue.

- c. Preserving appropriate specimens for long-term storage.
- d. Collection of tissues for research as approved by the Chief Medical Examiner- Coroner.
- e. Making specialized neuropathologic diagnoses and opinions and correlating the findings at brain examination with other case information.
- f. Dictating, correcting and signing a typewritten detailed neuropathology consultation report, making conclusions requiring expertise in neuropathology.
- g. Supervise/consult with Deputy Medical Examiners during cutting and examination of fixed brains and evaluate microscopic slides with them as warranted.
- h. In Contractor's discretion, educate forensic pathology fellows, rotating medical students, anatomical/clinical pathology residents, and neurology/neuropathology fellows during brain cutting or didactic sessions as part of the graduate medical educational program of the Department of Medical Examiner-Coroner.

4.3.2 Gross and Microscopic Neuropathology Examinations will consist of the following:

- a. All duties listed in Section 4.3 above for routine neuropathology examinations will be required for gross and microscopic examination.
- b. Cutting sections of the neuromuscular tissue for microscopic or other specialized studies within three days of gross examination.
- c. Examining and interpreting microscopic and other specialized studies on neuromuscular tissue. This may include consultation in cases in which the Forensic Neuropathologist has not examined grossly.
- d. Dictating, correcting and signing a typewritten, detailed microscopic report, stating conclusions within the discipline of neuropathology.

5. OTHER DUTIES

The following activities and duties, in addition to those performed above, may also be required of the Contractor.

- 5.1 Consultation with DMEC's Investigators, toxicologist, and criminalists. Also, consultation with DMEC consultants in anthropology, odontology, radiology, an other ancillary studies, as well as representatives of law enforcement, district attorney staff and other specialists and officials as needed.
- 5.2 Provide testimony as an expert witness in areas of forensic medicine, including but not limited to: gunshot wounds, stab wounds, blunt force trauma, microscopic examinations and toxicology (toxicology pertains to Forensic Pathology Services Autopsy only).

6. MEDICAL EXAMINER RULES, REGULATION AND PROCEDURES

Contractor shall adhere to DMEC policies, procedures and guidelines while at DMEC's facilities that are not expressly exclusive to employees of DMEC. It is the responsibility of Contractor to be familiar with such policies, procedures and guidelines. Contractor may employ subcontractors or agents, subject to all provisions and scope of work under this agreement.

Contractor shall comply with consulting obligations as set forth in the DME Manual, including but not limited to:

- a. Contractor shall not accept private consultation work on any Los Angeles County

 DMEC cases nor testify as an expert against the County of Los Angeles in any
 civil or administrative proceeding where the County of Los Angeles is a party.
- b. Contractor shall not disclose information regarding any DMEC case, whether assigned to Contractor or not, except as required by a properly noticed subpoena or as required by law.
- c. Contractor shall recuse himself on cases where there is an appearance of a personal or financial conflict of interest.
- d. Contractor shall not conduct research with nor publish on DMEC cases without the prior written approval of the Chief Medical Examiner-Coroner.

- e. All tissue collected is considered evidence of that particular DMEC case, and shall be retained in the custody of the DMEC.
- f. Contractor agrees that the performance of services related to DMEC cases outside the scope of this Agreement and Scope of Work shall be deemed to be a gratuitous effort on the part of the Contractor, and Contractor shall have no claim for compensation whatsoever against the County for such work.

7. HOURS OF OPERATION

Contractor shall provide services on any day, between 8:00 a.m. and 5:00 p.m., and shall be available in case of emergencies such as a sudden increase in caseload due to a natural or other disaster or general emergency. Determination of an emergency shall be made at the sole discretion of the Chief Medical Examiner-Coroner.

8. CONTRACTOR'S SECURITY AND CONFIDENTIALITY REQUIREMENTS

Security identification badges, including photographs and a physical description of Contractor, shall be provided by the DMEC and shall be displayed by described Contractor or Contractor's employee at all times he/she is on the DMEC's facility. Other security requirements are as follows:

- a. Contractor is subject to reasonable dress codes when in the DMEC's facility, consistent with a general health facility;
- b. Contractor shall not bring visitors into the facility;
- c. Contractor shall not bring into the DMEC's facility any form of weapons or contraband;
- d. Contractor shall not bring into the DMEC's facility any alcohol or drugs, nor be under the influence of alcohol/drugs;
- e. Contractor shall conduct himself in a professional manner at all times;
- f. Contractor shall not cause any disturbance in the DMEC's facility; and otherwise be subject to all rules and regulations of the facility.
- g. Contractor shall report to the Contract Administrator any occurrence of accidents and/or loss of equipment or supplies, no later than 24 continuous hours after knowledge of said occurrence.
- h. Contractor shall enter and leave the DMEC's facility only through specified locations to maintain a high level of security.

9. WORKLOAD REPORTING

Within fifteen (15) calendar days after the end of each month in which Contractor's services are performed, Contractor shall submit a written monthly workload report for all work done. The monthly workload report shall be organized sequentially by DMEC's Case Number, beginning with the lowest Case Number and proceeding to the highest, and shall include the following:

<u>Autopsy</u>

- DMEC's Case Number
- Date of autopsy
- Date that gross dictation was signed
- Date that report signed after corrections
- Date that microscopic sections cut (if applicable)
- Date that microscopic report signed (if applicable)
- Date that cause and mode of death was finalized and entered into CME
- Date that amendment is signed. (if applicable)

Neuropathology

- DMEC's Case Number
- Date of brain cut
- Date that gross brain report dictated
- Date that report signed after corrections
- Date that microscopic sections cut
- Date that microscopic report is signed and final neuropathological diagnosis made.

MASTER AGREEMENT FOR AS-NEEDED FORENSIC PATHOLOGY SERVICES

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STANDARD EXHIBITS

- A STATEMENT OF WORK
- **B** SCHEDULE OF FEES
- C COUNTY'S ADMINISTRATION
- D CONTRACTOR'S ADMINISTRATION
- E SAFELY SURRENDERED BABY LAW
- F JURY SERVICE ORDINANCE
- G SAMPLE WORK ORDER FORMS
- H FORMS REQUIRED BEFORE WORK BEGINS
- I BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")
- J CONTRACTOR'S EEO CERTIFICATION

COUNTY'S ADMINISTRATION

Name: Title: Address: Telephone: Facsimile: E-Mail Address: COUNTY PROJECT DIRECTOR: Name: Title: Address: Telephone: Facsimile: E-Mail Address: COUNTY WORK ORDER DIRECTOR: Name: Title: Address: COUNTY WORK ORDER DIRECTOR: Name: Title: Address: COUNTY WORK ORDER DIRECTOR: Name: Title: Address: COUNTY PROJECT MANAGER: Name: Title: Address:	MASTER AGR	EEMENT NO	WORK ORDER NO			
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Master Agreement Exhibits for As-Needed Forensic Pathology Services 2019

CONTRACTOR'S ADMINISTRATION

	CONTRACTOR'S	NAME
MASTER AGREEME	NT NO	WORK ORDER NO
CONTRACTOR'S Name:	PROJECT DIRECTOR:	
Title:		
Address:		
Talambana		
Facsimile:		
E-Mail Address:		
	AUTHORIZED OFFICIAL(S)	
Name: Title:		
Address:	·····	
Telephone:		
Faccincile:		
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Title:		
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E-Mail Address:		<u> </u>
Notices to Contra	ctor shall be sent to the followin	g address:
Name:		
Title:		
Address:		
Telephone:		
Facsimile:		
E-Mail Address:		

Master Agreement Exhibits for As-Needed Forensic Pathology Services 2019

CONTRACTOR'S EEO CERTIFICATION

Cor	ntractor Name			
Add	dress			
Inte	rnal Revenue Service Employer Identification Number			
	GENERAL CERTIFICATION			
sup sub or b	accordance with Section 4.32.010 of the Code of the Countellier, or vendor certifies and agrees that all persons emposidiaries, or holding companies are and will be treated equoecause of race, religion, ancestry, national origin, or sexprimination laws of the United States of America and the States	oloyed by ually by the and in co	such firm, e firm with ompliance	its affiliates out regard to
	CONTRACTOR'S SPECIFIC CERTIFIC	CATIONS		
1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.		Yes □	No □
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.		Yes □	No □
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.		Yes □	No □
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.		Yes □	No □
Aut	horized Official's Printed Name and Title			
Aut	horized Official's Signature	Date		

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Page 2 of 3

- 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

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

 Page 3 of 3

2.203.070. Exceptions.

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

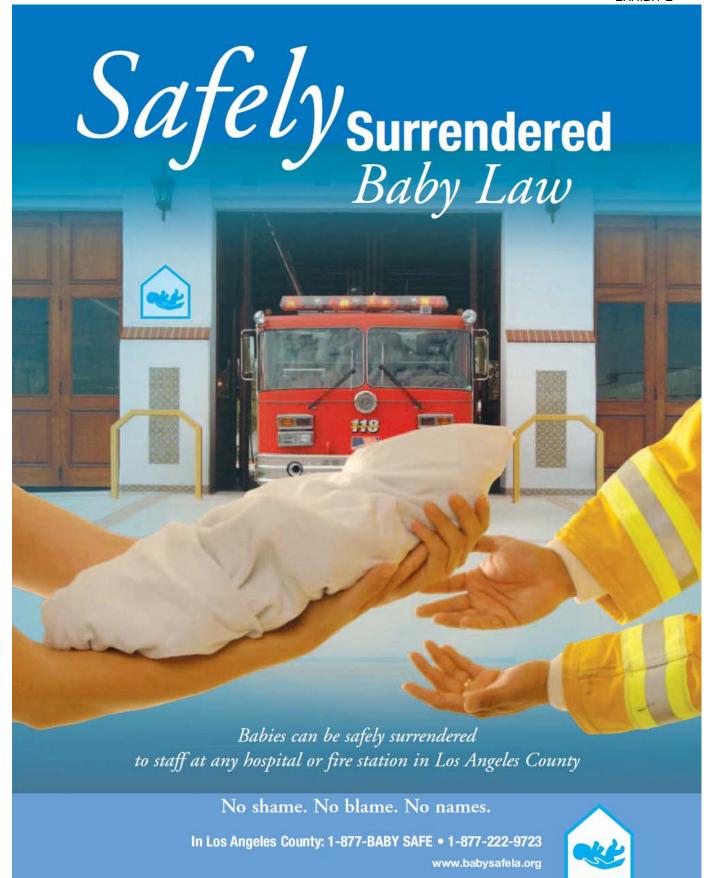
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

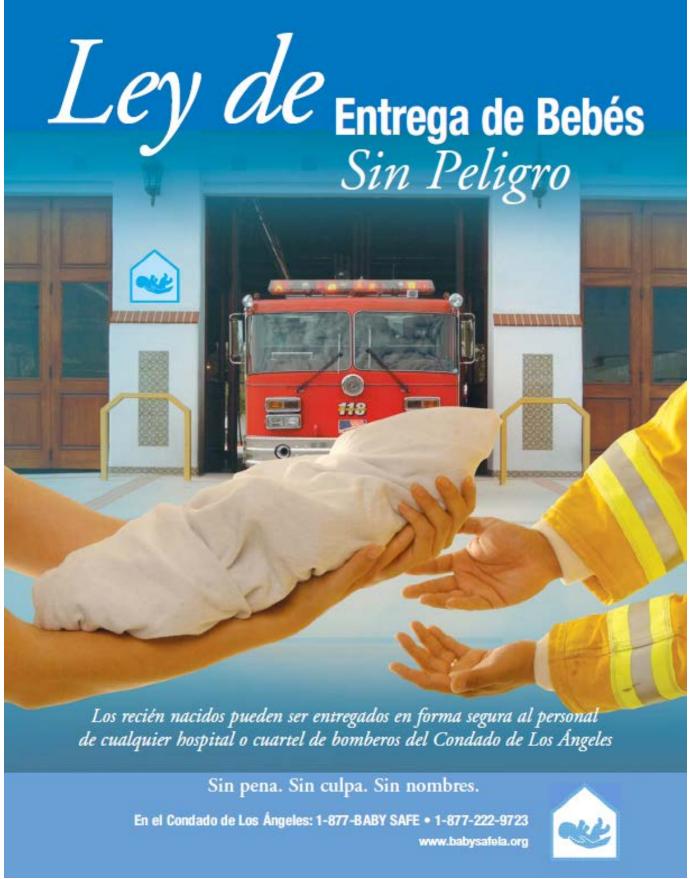
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés Sin Peligro

¿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.

SAMPLE WORK ORDER FORMS

- G1 Time and Materials Basis
- G2 Fixed Price Per Deliverable Basis

AS-NEEDED FORENSIC PATHOLOGY SERVICES MASTER AGREEMENT WORK ORDER (TIME AND MATERIALS BASIS)

		(CONTRACTOR NAME)	
Worl	k Order No.	County Master Agreement No.	
Proje	ect Title:		
Perio	od of Performance:		
Cou	nty Requesting Department:		
Cou	nty Project Director:		
Cou	nty Manager/Supervisor:		
I.	attached hereto as Exhibit,	perform all Services detailed in the Statement of Wo on a time and materials basis, in compliance with the term Master Agreement identified above.	
II.	·	low-listed personnel whose labor rates are as shown:	
			ır.
	Name	@ \$/hou	ır.
III.		unt that County shall pay Contractor for all Services to b	
		Dollars (\$).	
	terms and conditions of responsible for limiting the	ounty only for hours actually worked, in accordance with the Contractor's Master Agreement. Contractor shall be number of hours worked by Contractor Personnel under the Total Maximum Amount in III.A, above.	рe



Work Order No Co		County Master Agreement No.
	D. CON	RACTOR shall submit all invoices under this Work Order to:
IV.	SERVICE	<u>S</u>
	any task, that utiliz	ince with Master Agreement Subparagraph 3.3, Contractor may not be paid for deliverable, service, or other work that is not specified in this Work Order, and/or spersonnel not specified in this Work Order, and/or that exceeds the Total Amount of this Work Order, and/or that goes beyond the expiration date of this Work
THE OVE THE BINE	TERMS (R ANY CC RATES N	THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT F THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE NEITHER THE TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER OR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OF THE MASTER ON ON THE MASTER O
agre Cont	ement with	nature on this Work Order document confirms Contractor's awareness of anothe provisions of Subparagraph 3.3 of the Master Agreement, which establish that not be entitled to any compensation whatsoever for any task, deliverable, services
	A.	That is not specified in this Work Order, and/or
	B.	That utilizes personnel not specified in this Work Order, and/or
	C.	That exceeds the Total Maximum Amount of this Work Order, and/or
	D.	That goes beyond the expiration date of this Work Order.
		OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY HATSOEVER.
CONTRACTOR		COUNTY OF LOS ANGELES
Ву:		By:
Nam	ie:	Name:
Title:	·	Title:
Date	:	Date:

AS-NEEDED FORENSIC PATHOLOGY SERVICES MASTER AGREEMENT WORK ORDER (FIXED PRICE PER DELIVERABLE BASIS)

	(CONTRACTOR NAME)
Work Order No.	County Master Agreement No.
Project Title:	
Period of Performance:	
County Requesting Department:	
County Project Director:	
County Manager/Supervisor:	
I. <u>GENERAL</u>	
the Statement of Work attached	erform all the tasks and provide all the deliverables detailed in ed hereto as Exhibit, on a fixed price per deliverable basis and conditions of Contractor's Master Agreement.
II. <u>PERSONNEL</u>	
Contractor shall provide the be	low-listed personnel:
Skill Category:	
Name:	
Name:	
Name:	
III. <u>PAYMENT</u>	
A. The Total Maximum Amou provided under this Work Control	unt that County shall pay Contractor for all deliverables to be Order is shown below:
Deliverable	Maximum Amount
	Total Maximum Amount:

Work	Order No.	Co	unty Master Agreement No.
	with E	xhibit (Statement of Work)	and complete all required deliverables in accordance notwithstanding the fact that total payment from ceed the Total Maximum Amount in III.A, above.
	C. Contra	ctor shall submit all invoices ur	nder this Work Order to:
IV.	SERVICE:	 <u>S</u>	
	any task, o that utilize	deliverable, service, or other was personnel not specified in	Subparagraph 3.3, Contractor may not be paid for york that is not specified in this Work Order, and/or this Work Order, and/or that exceeds the Total d/or that goes beyond the expiration date of this Work
THE OVEF THE BIND	TERMS C R ANY CO RATES N	OF THE MASTER AGREEMEN NFLICTING TERMS AND/OR OR ANY OTHER SPECIFICA	SHALL REMAIN IN FULL FORCE AND EFFECT. NT SHALL GOVERN AND TAKE PRECEDENCE CONDITIONS IN THIS WORK ORDER. NEITHER TIONS IN THIS WORK ORDER ARE VALID OR THE TERMS AND CONDITIONS OF THE MASTER
agree Contr	ment with	the provisions of Subparagrapl	ocument confirms Contractor's awareness of and h 3.3 of the Master Agreement, which establish that sation whatsoever for any task, deliverable, service,
	A.	That is <u>not specified</u> in this We	ork Order, and/or
	B.	That utilizes personnel not spe	ecified in this Work Order, and/or
	C.		num Amount of this Work Order, and/or
	D.	That goes beyond the expirati	ion date of this Work Order.
		OF ANY ORAL PROMISE /HATSOEVER.	MADE TO CONTRACTOR BY ANY COUNTY
CON	TRACTOR		COUNTY OF LOS ANGELES
Ву:			BY:
-			
Title:			-
Date:			D .

EXHIBIT H

FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS

- H1 CERTIFICATION OF EMPLOYEE STATUS
- H2 CERTIFICATION OF NO CONFLICT OF INTEREST

Applicability of the forms below is based on the type of contract. A contract involving Information Technology (IT) services includes Copyright Assignment language whereas a non-IT Contract omits the Copyright Assignment language.

Additionally, a determination must be made whether the Contactor will complete a Confidentiality Agreement on behalf of its employees or whether the Contractor's employees and non-employees will complete the Confidentiality Agreements individually.

NON-IT CONTRACTS

H3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

AS-NEEDED FORENSIC PATHOLOGY SERVICES MASTER AGREEMENT WORK ORDER

CERTIFICATION OF EMPLOYEE STATUS

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

CONTRACTOR NAME
Work Order No County Master Agreement No
<u>I CERTIFY THAT</u> : (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order. <u>EMPLOYEES</u>
1.
2.
3.
4
I declare under penalty of perjury that the foregoing is true and correct.
Signature of Authorized Official
Printed Name of Authorized Official
Title of Authorized Official
Date

AS-NEEDED FORENSIC PATHOLOGY SERVICES MASTER AGREEMENT WORK ORDER

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

Los Angeles County Code Section 2.180.010.A provides as follows:

"Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
 - 1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
 - 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 - 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 - 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders."

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of periury that the foregoing is true and correct

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)
Contractor Name
Work Order No County Master Agreement No
GENERAL INFORMATION:
The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.
CONTRACTOR ACKNOWLEDGEMENT:
Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractor (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contract understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.
Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purport whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands a agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles. CONFIDENTIALITY AGREEMENT:
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receive services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient reconcentractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor a Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidential Agreement as a condition of work to be provided by Contractor's Staff for the County.
Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or informat obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received County's Project Manager.
Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data a information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, format documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor a Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect the confidential materials against disclosure to other than Contractor or County employees who have a need to know the informatic Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during the employment, Contractor and Contractor's Staff shall keep such information confidential.
Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and by any other person of whom Contractor and Contractor's Staff become aware.
Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to cand/or criminal action and that the County of Los Angeles may seek all possible legal redress.
SIGNATURE: DATE:/
PRINTED NAME:
POSITION:

(Note: This certification is to be executed and returned to on the Work Order until County receives this exec	County with Contractor's executed Work Order. Work cannot begin uted document.)	
Contractor Name	Employee Name	
Work Order No	County Master Agreement No	
GENERAL INFORMATION:		
	Agreement with the County of Los Angeles to provide certain services to tractor Employee Acknowledgement and Confidentiality Agreement.	
EMPLOYEE ACKNOWLEDGEMENT:		
Agreement. I understand and agree that I must rely exclu	ove is my sole employer for purposes of the above-referenced Maste usively upon my employer for payment of salary and any and all othe rmance of work under the above-referenced Master Agreement.	
and will not acquire any rights or benefits of any kind from the	county of Los Angeles for any purpose whatsoever and that I do not have the County of Los Angeles by virtue of my performance of work under the ee that I do not have and will not acquire any rights or benefits from the any person or entity and the County of Los Angeles.	
I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, and such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.		
CONFIDENTIALITY AGREEMENT:		
data and information pertaining to persons and/or entities re proprietary information supplied by other vendors doing busi to protect all such confidential data and information in its pos welfare recipient records. I understand that if I am involve confidentiality of such data and information. Consequently,	by the County of Los Angeles and, if so, I may have access to confidential ceiving services from the County. In addition, I may also have access to iness with the County of Los Angeles. The County has a legal obligation is session, especially data and information concerning health, criminal, and ed in County work, the County must ensure that I, too, will protect the I understand that I must sign this agreement as a condition of my work to agreement and have taken due time to consider it prior to signing.	
I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.		
entities receiving services from the County, design concept information and all other original materials produced, cre Agreement. I agree to protect these confidential materials	ecipient records and all data and information pertaining to persons and/o is, algorithms, programs, formats, documentation, Contractor proprietary eated, or provided to or by me under the above-referenced Maste against disclosure to other than my employer or County employees who rietary information supplied by other County vendors is provided to meential.	
	ations of this agreement by myself and/or by any other person of whom on my immediate supervisor upon completion of this Master Agreement o occurs first.	
SIGNATURE:	DATE:/	
PRINTED NAME:		
POSITION:		

(Note: This certification is to be executed and recannot begin on the Work Order until Cou	eturned to County with Contractor's executed Work Order. Work nty receives this executed document.)
Contractor Name	Non-Employee Name
Work Order No	County Master Agreement No
GENERAL INFORMATION:	
	a Master Agreement with the County of Los Angeles to provide certain ir signature on this Contractor Non-Employee Acknowledgement and
Master Agreement. I understand and agree that I n	ced above has exclusive control for purposes of the above-referenced nust rely exclusively upon the Contractor referenced above for payment e or on my behalf by virtue of my performance of work under the above-
not have and will not acquire any rights or benefits of work under the above-referenced Master Agreem	of the County of Los Angeles for any purpose whatsoever and that I do of any kind from the County of Los Angeles by virtue of my performance ent. I understand and agree that I do not have and will not acquire any ursuant to any agreement between any person or entity and the County
agree that my continued performance of work unpassing, to the satisfaction of the County, any and a	undergo a background and security investigation(s). I understand and ider the above-referenced Master Agreement is contingent upon my Il such investigations. I understand and agree that my failure to pass, to ion shall result in my immediate release from performance under this
CONFIDENTIALITY AGREEMENT:	
confidential data and information pertaining to perso also have access to proprietary information supplied County has a legal obligation to protect all such of information concerning health, criminal, and welfare County must ensure that I, too, will protect the confid	provided by the County of Los Angeles and, if so, I may have access to ns and/or entities receiving services from the County. In addition, I may I by other vendors doing business with the County of Los Angeles. The onfidential data and information in its possession, especially data and recipient records. I understand that if I am involved in County work, the dentiality of such data and information. Consequently, I understand that rk to be provided by the above-referenced Contractor for the County. I so consider it prior to signing.
pursuant to the above-referenced Master Agreer	orized person any data or information obtained while performing work ment between the above-referenced Contractor and the County of the release of any data or information received by me to the above-
persons and/or entities receiving services from the C Contractor proprietary information, and all other or above-referenced Master Agreement. I agree to p above-referenced Contractor or County employees	d welfare recipient records and all data and information pertaining to County, design concepts, algorithms, programs, formats, documentation, iginal materials produced, created, or provided to or by me under the rotect these confidential materials against disclosure to other than the who have a need to know the information. I agree that if proprietary yided to me, I shall keep such information confidential.
	r any and all violations of this agreement by myself and/or by any other urn all confidential materials to the above-referenced Contractor upon of my services hereunder, whichever occurs first.
SIGNATURE:	DATE:/
PRINTED NAME:	
POSITION:	

Master Agreement Exhibits for As-Needed Forensic Pathology Services 2019

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. **DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.

- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. <u>PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED</u> HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for deidentification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. <u>PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION</u>

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
 - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
 - 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
 - 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or

by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to (562) 940-3335 that minimally includes:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved:
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved):
 - (d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach
 - 5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov, that includes, to the extent possible:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach

- and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.
- 5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.
- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
 - 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master

Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. <u>ACCESS TO PROTECTED HEALTH INFORMATION</u>

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. <u>AMENDMENT OF PROTECTED HEALTH INFORMATION</u>

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
 - 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
 - (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information:
 - (c) A brief description of the Protected Health Information Disclosed; and
 - (d) A brief statement of the purpose of the Disclosure.
 - 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
 - 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
 - 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:
 - (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. <u>INDEMNIFICATION</u>

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. <u>TERM</u>

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. <u>DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION</u>

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
 - 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
 - 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 <u>Disclaimer.</u> Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 <u>HIPAA Requirements.</u> The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 <u>No Third Party Beneficiaries</u>. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 <u>Construction.</u> In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 <u>Regulatory References</u>. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 <u>Interpretation</u>. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 <u>Amendment</u>. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

SCHEDULE OF FEES

Contractor shall perform autopsies as set forth in the Agreement and Exhibits thereto.

Coroner shall reimburse Contractor in consideration of the services performed under this

Agreement on a per autopsy case basis. The per autopsy case remuneration is as follows:

Class A Autopsies (homicides)

Gunshot or stab wounds \$1,250.00

Blunt Force Trauma/Hit & Run Accidents cases \$1,250.00

Class B Autopsies (non-homicide)(traffic accidents)

The fixed fee is \$750.00 per complete routine autopsy.

December 10, 2019

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

Dear Supervisors:

APPROVAL OF AGREEMENT WITH DATAWORKS PLUS, LLC FOR A CRIMINAL BOOKING SYSTEM (CBS) (ALL DISTRICTS) (3 VOTES)

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

<u>SUBJECT</u>

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval and execution of an Agreement with DataWorks Plus, LLC (DataWorks) to deliver and maintain a Criminal Booking System (CBS) for the Department's Data Systems Bureau (DSB), Los Angeles County Regional Identification System (LACRIS) Unit.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to execute the attached Agreement with DataWorks for an agreement term commencing upon such execution, and continuing for an initial term of six years from the County's final acceptance of the CBS, with four additional one-year option periods, through a maximum term of ten years, and at a Maximum Contract Sum of \$17,512,392.89 for the entire term of the Agreement.

2. Delegate authority to the Sheriff, or his designee, to execute Change Notices and Amendments or otherwise modify the Agreement as set forth in the Agreement in order to: (1) add and/or update standard County contract provisions as required by the Board or the County's Chief Executive Office (CEO); (2) exercise the option terms; (3) effectuate the Assignment and Delegation provision under the Agreement; (4) effectuate modifications that do not materially affect any term of the Agreement; and (5) engage the Contractor to provide Optional Work (e.g. programming modifications, professional services, and acquire relevant additional hardware or software) using available Pool Dollars, with concurrence of the County's Chief Information Officer (CIO), the Department's Office of Technology Planning (OTP), and approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Under the proposed Agreement, DataWorks will replace the existing livescan systems with new livescan equipment, new central servers, supporting software, and implementation and support services (Services). The proposed CBS will provide new and emerging technologies not previously available to the County.

The Department's LACRIS Unit is responsible for providing criminal identification services to approximately 45 local law enforcement agencies within Los Angeles County that participate in the LACRIS network. The CBS is a critical component of this capability.

Implementation of Strategic Plan Goals

The Services provided under this Agreement support the County's Strategic Plan, Goal III.2.3, Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency: Support implementation of technological enhancements and acquisitions that increase efficiency (e.g. infrastructure, software, hardware, and applications), including replacement of obsolete legacy systems.

FISCAL IMPACT/FINANCING

The Maximum Contract Sum allocated for the entire term of the Agreement is \$17,512,392.89, which fees shall be applied as follows:

	Cost	Quantity	Extended Cost
One-time implementation costs:	\$181,000.00	1Lot	\$181,000.00
One-time HW and SW costs:	\$6,090,688.24	1Lot	\$6,090,688.24
Fixed annual operations maintenance	\$0	Year 1	
and support (OM&S) costs:	\$873,640.00	Years 2-6	\$4,368,200.00
OM&S fees Option-term 1:	\$917,322.00	1yr	\$917,322.00
OM&S fees Option-term 2:	\$963,188.10	1yr	\$963,188.10
OM&S fees Option-term 3:	\$1,011,347.51	1yr	\$1,011,347.51
OM&S fees Option-term 4:	\$1,061,914.89	1yr	\$1,061,914.89
Contract Sum:			\$14,593,660.74
Pool Dollars @ 20% of Contract Sum:			\$2,918,732.15
Maximum Contract Sum:			\$17,512,392.89

The allocation of Pool Dollars will be used to procure as-needed goods and/or Services throughout the term of the Agreement in the event of currently unforeseeable exigencies or future changes to performance requirements. Pool Dollars will also be used to implement a "Technology Refresh" for any subset of the CBS components as determined by the County Project Director. The Technology Refresh is intended to update CBS with the most contemporaneous and advanced technologies available.

The Agreement also includes a 10 percent payment "Holdback" for each Deliverable accepted by County during implementation. The Holdback will be due and payable to the Contractor only upon County's formal "Final System Acceptance." All Operations, Maintenance and Support fees will be paid quarterly in arrears.

This is a zero Net County Cost Agreement. Per California's Govt. Code 76102, Automated Fingerprint Identification System (AFIS) funds are specifically granted and allocated to each California County for establishing fingerprint solutions and suspect booking identification facilities and ancillary costs. The LACRIS Unit manages all AFIS-related projects for the County, with funding authorized by the Remote Access Network (RAN) Board, which is chaired by your designated Board Deputy.

The RAN Board has approved AFIS funding for this Agreement for the entire Agreement term, including the four one-year option terms and the utilization of Pool Dollars for Optional Work.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 2005, the County purchased 173 new livescan devices through the Internal Services Department (ISD). The devices are housed in every Department Sheriff's station, and throughout approximately 45 other local law enforcement agencies including police

stations, criminal booking facilities, Coroner's Office, District Attorney's Office, Probation Department's office, and all but two of the courthouses in the County. The livescan system is used to catalogue an average of 1,200 fingerprint enrollments per day throughout the County.

On November 25, 2008, the Board approved Sole Source Agreement Number 76819 with Identix for a term of four years to provide livescan equipment maintenance and support services. That agreement expired November 30, 2012.

On November 20, 2012, the Board approved successor Sole Source Agreement Number 77869 with MorphoTrust (formerly Identix, Incorporated). The base term for that agreement expired November 30, 2016.

On May 31, 2016, the Board delegated authority to the Sheriff to sign Amendment Number Four to extend Agreement Number 77869 for one year, plus a one-year option term of up to twelve months in any increment. The agreement expired on November 30, 2018.

On November 1, 2018, the Board executed Amendment Number Five to memorialize the name change from MorphoTrust USA, LLC to Idemia Identity & Security USA LLC (Idemia), and extend the current agreement with Idemia for an additional one-year period from December 1, 2018, through and including November 30, 2019, plus an option term of up to twelve months in any increment. DataWorks' proposed timeline for implementation is estimated to be 24 months. To ensure there is no break in service delivery to the County during implementation, the Department will approach your Board in early 2020 to request an extension to the current agreement with Idemia for continued maintenance and support of the current livescan system.

The Agreement contains all Board-mandated provisions as well as specific provisions applicable to information technology agreements that include security requirements, remedies against deficient performance or breach of warranties, technology errors and omissions, cyber insurance coverages, and intellectual property indemnification.

The CIO has reviewed the proposed Agreement and Board letter and recommends approval of these actions. The CIO analysis is attached (Attachment I). The CEO's Risk Management Branch has reviewed and concurs with the provisions relating to insurance and indemnification. County Counsel has reviewed and approved this Agreement as to form.

CONTRACTING PROCESS

On June 6, 2018, the Department issued a Request for Proposals (RFP) for the CBS. The RFP was developed with the assistance of MTG, a third party independent consulting firm under contract with ISAB. The proposal due date was August 29, 2018. The Department received proposals from two qualified vendors.

The evaluation committee was comprised of subject matter experts from the County, including ISAB, and from law enforcement agencies throughout the County. The committee independently reviewed and scored the proposals based on predefined evaluation criteria in accordance with the Board's informed averaging guidelines.

DataWorks was determined to be the highest scoring, qualified proposer. The Department recommends Board approval of the subject Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure continued delivery of mission-critical livescan services to the Department and participating LACRIS agencies.

CONCLUSION

Upon approval by the Board, please return a copy of the adopted Board letter and two original executed copies of Agreement to the Department's Contracts Unit.

Sincerely, Reviewed by:

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI UNDERSHERIFF WILLIAM KEHOE CHIEF INFORMATION OFFICER

AV:AM:am

(Fiscal Administration Bureau-Contracts Unit)

c: Board of Supervisors, Justice Deputies

Celia Zavala, Acting Executive Officer, Board of Supervisors

Sachi A. Hamai, Chief Executive Officer

Sheila Williams, Senior Manager, Chief Executive Office (CEO)

Rene Phillips, Manager, CEO

Jocelyn Ventilacion, Lead Analyst, CEO

Anna Petrosyan, Analyst Assistant, CEO

Mary C. Wickham, County Counsel

Cammy DuPont, Principal Deputy County Counsel

Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit

William Kehoe, Chief Information Officer, CEO

Peter Loo, Assistant Chief Information Officer, CEO

Timothy K. Murakami, Undersheriff

Dennis M. Kneer, Chief of Staff

Mark A. Glatt, Chief, Technology and Support Division (TSD)

Conrad Meredith, Division Director, Administrative Services Division (ASD)

Glen C. Joe, Assistant Division Director, ASD

Steven D. Katz, Commander, TSD

Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)

Brian Yanagi, Captain, TSD, Data Systems Bureau (DSB)

David E. Culver, Assistant Director, FAB

Stuart Suede, Information Technology Specialist I, DSB

Derek S. Sabatini, Lieutenant, DSB, LACRIS

Vanessa C. Chow, Sergeant, ASD

Angelo Faiella, Manager, FAB, Contracts Unit

Adam R. Wright, Deputy, ASD

Alejandra Madera, Senior Contract Analyst, Contracts Unit

(Contracts - DataWorks Plus-CBS 12-10-19)



Office of the CIO CIO Analysis

Board Agend	A DATE
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12/10/2019

William S. Kehoe CHIEF INFORMATION OFFICER	
SUBJECT:	<u> </u>
Board Execution of Agreement with DataWorks Plus, LLC fo	r Criminal Booking System
CONTRACT TYPE:	
	nt to Contract #: Enter contract #.
New Contract — 30le 30urce — Amendmen	it to contract #. Enter contract #.
SUMMARY:	
Description: The Sheriff Department's ("Dept") Los Ange System (LACRIS) Unit's and the current Livescan vendor, ("Idemia") supports 167 Livescan devices and 144 printers a locations. The devices are housed in every Sheriff's static facility, the Coroner's Office, the District Attorney's Office, all but two of the courthouses in the County. The livescaverage of 1,200 fingerprint enrollments per day through used for criminal cases only and is different from Applicant within the County.	Idemia Identity & Security USA LLC at 118 different Participating Agency on, police station, criminal booking Probation Department's office, and can system is used to catalogue an nout the County. These devices are
As the current devices are nearing end of life and the technology features available in the market, they issued a R party independent consulting firm under contract with ISAI and DataWorks was determined to be the highest scoring, by DataWorks includes additional features like Iris camera (Automated Booking System) module embedded in the DataWorks ABS is a standalone web application interfacing	FP with the assistance of MTG, a third B. Two vendors responded to the RFP qualified proposer. The new solution a added to the Livescan devices, ABS he CBS Solution (versus currently,
The DataWorks implementation may take about 24 mont services contract is expiring on November 30, 2020 after months. The Dept will approach the Board in early 2020 at the DataWorks implementation is not finished to maintain	r excercising an optional term of 12 again to extend Idemia contract until
Contract Amount : Maximum amount of \$17,512,392.89 fo and pool dollars. This is a zero Net County Cost Agreement Board has approved AFIS funding for this Agreement for the four one-year option terms and the utilization of Pool I	t. The RAN (Remote Access Network) the entire Agreement term, including
FINANCIAL ANALYSIS:	
Contract costs:	
One-time costs	¢ C 000 C88 34
Hardware/Software Services	\$ 6,090,688.24 \$ 181,000.00

oing annual costs:	
ixed Annual Operations Maintenance & support (O	MS)(Year 1) \$0.00
Fixed Annual OMS(Year 2-6)	\$4,368,200.00
Fixed Annual OMS - Option Term 1 (Year 7)	\$917,322.00
Fixed Annual OMS - Option Term 2 (Year 8)	\$963,188.00
Fixed Annual OMS - Option Term 3 (Year 9)	\$1,011,347.51
Fixed Annual OMS - Option Term 4 (Year 10)	\$1,061,914.89
Fotal one-time costs:	\$ 6,271,688.24
Pool Dollars @ 20% of Contract Sum	\$2,918,732.15
Total ongoing annual costs:	\$ 8,321,972.50
Maximum Contract Sum	\$17,512,392.89

FEEDBACK:

- 1. The OCIO supports the Dept decision to select the DataWorks solution to modernize the Livescan devices with additional features at potential less ongoing cost. The current vendor, Idemia ongoing maintainence cost is \$17,393,598.00 for 10 years (based on current contract of \$1,739,359.80/year) vs. \$8,321,972.50 for 10 years proposed by the new vendor.
- 2. The OCIO Chief Information Security Officer has reviewed the contract from security perspective and has approved it without any changes.
- 3. The OCIO supports the fact that the Dept has already planned for the Dedicated Project Manager Sgt. Stephen Bevan, LACRIS Technical Manager who has over 10 years working in LACRIS. This is very critical role for the project success and the Dept has already addressed this risk.

RISKS:

- 1. This is complex implementation with 15+ interfaces to different systems within the Dept. It requires comprehensive integration testing involving the Dept key stakeholders which may be beyond the scope of the current contract. Also, there is risk of potential re-design and re-architecture of the interfaces which can result in budget and schedule impacts.
- 2. This project requires deployment of Livescan devices at 118 different locations. It requires detailed training plan and change management plan.

RECOMMENDATIONS:

1. <u>Project Governance</u>: The strong project governance and project steering committee is required and involves key representatives from all identified areas. There are multiple stakeholders involved in the project, requiring strong project governance to ensure adherence to scope, schedule and budget.

- 2. <u>Need for comprehensive project plan including integration testing plan:</u> As it is complex integrated system with multiple stakeholders at different locations, there must be robust project plan focusing on interface (re)design, testing strategy, training and change management.
- 3. Synergies with Applicant (Civilian) LiveScan System(ALS): Once implemented, the Dept may appraise the Ops Cluster and ISD of the vendor performance and the feedback on the new solution. Currently, ISD manages ALS contract with another vendor, different from CBS. ISD may be take this feedback into an consideration when the ALS contract is due for renewal.

Prepared by:	
Jagjit Dhaliwal	
(NAME) DEPUTY CHIEF INFORMATION OFFICER	DATE
APPROVED:	
WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER	DATE



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

DATAWORKS PLUS, LLC

FOR

Criminal Booking System (CBS)
Solution

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Exhibit I Sa	fely Surre	endered Baby Law
Exhibit J Re	equest for	Proposals (RFP) 555-SH (Incorporated by Reference)
Exhibit K Co	ontractor's	s Proposal (Incorporated by Reference)

AGREEMENT

BETWEEN

COUNTY OF LOS ANGELES

AND

DATAWORKS PLUS, LLC

FOR CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

This Agreement is entered into this _____ day of _______, 2019 by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter "County"), and DataWorks Plus, LLC, a limited liability company organized under the laws of South Carolina, located at 728 North Pleasantburg Drive, Greenville, SC 29607 (hereinafter "Contractor") (hereinafter collectively also the "parties").

RECITALS

WHEREAS, Contractor is qualified by reason of experience, preparation, equipment, organization, qualifications and staffing to provide to County the Work contemplated by this Agreement; and

WHEREAS, County is authorized by, inter alia, California Government Code sections 26227 and 31000 to contract for goods and services, including the Work contemplated herein; and

WHEREAS, County issued a Request for Proposals (hereinafter also "RFP") for the provision, implementation, maintenance and support of a Criminal Booking System (hereinafter "CBS" or "System") solution (hereinafter "Solution" or "CBS Solution") for the Los Angeles County Sheriff's Department (hereinafter "Sheriff" or "Department"); and

WHEREAS, Contractor has submitted a proposal to County for the provision, implementation, maintenance and support of the CBS Solution, based on which Contractor has been selected for recommendation for award of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein and for good and valuable consideration, County and Contractor agree as follows:

1 APPLICATION DOCUMENTS

1.1 <u>INTERPRETATION</u>

The provisions of this document (hereinafter "Base Agreement"), along with Exhibits A, B, C, D, E, F, G, H, and I including all Attachments and Schedules thereto, attached hereto, and Exhibits J and K, not attached hereto, all described in this Paragraph 1.1 below and incorporated herein by reference, collectively form and throughout and hereinafter are referred to as the "Agreement". In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any task, subtask, deliverable, goods, service or other work, or otherwise, between this Base Agreement and the Exhibits, Attachments and Schedules or between the Exhibits, Attachments and Schedules, such conflict or inconsistency shall be resolved by giving precedence first to the Base Agreement, and any amendments thereto, and then to the Exhibits, Attachments and Schedules according to the following descending priority:

Exhibit A – Statement of Work

Attachment A.1 – Deliverable Acceptance Process

Attachment A.2 – Solution Requirements

Attachment A.3 – System Interfaces

Attachment A.4 – Equipment Locations & Inventory

Attachment A.5 - Project Control Document

Attachment A.6 – Business Attire Guidelines

Attachment A.7 – Sample Equipment Set-up Diagrams

Attachment A.8 – Booking Number Request Sample Flow Chart

Attachment A.9 - Sample Booking Forms

Attachment A.10 – County NIST Data Types

Attachment A.11 – ABSM Overview

Attachment A.12 - Sample CBS Graphic Interface

Attachment A.13 - Sample CBS-ABSM Login + Tiered Booking Approval Workflow

Attachment A.14 – Hardware and Software Delivery List and Specification Sheet

Exhibit B - Pricing Schedule

Schedule B.1 – Optional Work Schedule

Exhibit C – Service Level Agreement

Schedule C.1 – Information Security Requirements

Schedule C.2 – Compliance with Encryption Requirements

Schedule C.3 – Application Security Requirements

Schedule C.4 – Solution Response-Time Requirements

Exhibit D - Contractor's EEO Certification

Exhibit E – County Administration

Exhibit F - Contractor Administration

Exhibit G – Confidentiality and Assignment Agreement

Exhibit H – Jury Service Ordinance

Exhibit I – Safely Surrendered Baby Law

Exhibit J - Request for Proposals (Incorporated by Reference)

Exhibit K – Contractor's Proposal (Incorporated by Reference)

1.2 ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the parties relating to the subject matter of this Agreement.

1.3 DEFINITIONS

The terms and phrases in this Paragraph 1.3 in quotes and with initial letter capitalized, where applicable, whether singular or plural, shall have the particular meanings set forth below whenever such terms are used in this Agreement.

1.3.1 Acceptance

The term "Acceptance" shall mean County's written approval of any tasks, subtasks, deliverables, goods, services or other Work, including Acceptance Tests and any Work Orders, provided by Contractor to County pursuant to this Agreement.

1.3.2 Acceptance Criteria

The term "Acceptance Criteria" shall mean criteria for County's Acceptance of Contractor's Work under this Agreement, including any Work Orders executed hereunder.

1.3.3 Acceptance Test

The term "Acceptance Test" shall mean any of the tests of the Solution conducted by Contractor with County's assistance where applicable, including, but not limited to those specified in Exhibit A (Statement of Work).

1.3.4 Additional Products

The term "Additional Product(s)" shall mean additional components of System Software, System Hardware or Livescan Equipment, and related Documentation, that Contractor may provide upon County's request therefor in accordance with Paragraph 5.1.4 (Optional Work) in order for the System to meet existing or future Solution Requirements specified by County, which will update Schedule B.1 (Optional Work Schedule) to Exhibit B (Pricing Schedule). Once accepted and approved by County, Additional Products shall become part of, and be deemed, Products for the purpose of this Agreement.

1.3.5 Additional Software

The term "Additional Software" shall mean additional applications or licenses, and related Documentation, that Contractor may provide as part of Additional Products upon County's request therefor in accordance with Paragraph 5.1.4 (Optional Work). Once accepted and approved by County, Additional Software shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.6 Agreement

The term "Agreement" shall have the meaning specified in Paragraph 1.1 (Interpretation).

1.3.7 Amendment

The term "Amendment" shall mean a written instrument prepared and executed by authorized representatives of each of the parties, which revises and/or adds terms and conditions to this Agreement affecting the scope of Work, Term, payments or any term or condition. All Amendments shall be approved and executed by authorized representatives of the parties in accordance with Paragraph 4.3 (Amendments).

1.3.8 Application Modifications

The term "Application Modification(s)" shall mean Programming Modifications, Software Updates, Additional Software and any Replacement Products, and related Documentation, that may be provided by Contractor to County under this Agreement. Once accepted and

approved by County, Application Modifications shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.9 Application Software

The term "Application Software" shall mean the Licensed Software and Application Modifications thereto, and related Documentation, licensed, provided, developed, implemented, maintained and/or supported by Contractor as part of the Solution in accordance with the requirements under this Agreement.

1.3.10 Base Agreement

The term "Base Agreement" shall mean and refer to the terms, conditions and other provisions specified in this document, as further defined in Paragraph 1.1 (Interpretation) above.

1.3.11 Baseline Application

The term "Baseline Application" shall mean Application Software, and related Documentation, licensed, provided and implemented by Contractor pursuant to this Agreement as part of the Solution Implementation to meet some or all Solution Requirements.

1.3.12 Board of Supervisors; Board

The terms "Board of Supervisors" and "Board" shall mean the Los Angeles County Board of Supervisors, which is the governing body of County.

1.3.13 Business Continuity (Disaster Recovery)

The term "Business Continuity (Disaster Recovery)" shall have the meaning as described in Paragraph 4.4 of Exhibit C (Service Level Agreement).

1.3.14 Business Day

The term "Business Day" shall mean any day of eight (8) working hours from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding County observed holidays.

1.3.15 CBS Solution

The term "CBS Solution" shall have the same meaning as the term "Solution".

1.3.16 Change Notice

The term "Change Notice" shall mean a written instrument prepared and executed by County's Project Manager identifying any change requested by County, including for acquisition of Optional Work using Pool Dollars, which does not affect the scope of Work, term, payments or any term or condition of this Agreement. Any Change Notice shall be executed and delivered in accordance with Paragraph 4.2 (Change Notices).

1.3.17 Change Order

The term "Change Order" shall mean a Change Notice for provision of Optional Work using Pool Dollars.

1.3.18 Client Environment

The term "Client Environment" shall mean and refer to the computers, including all work stations, equipment, devices and peripherals together with all associated Operating Software and Application Software connected to the Production Environment for accessing and using the Solution, including all associated System Hardware and System Software.

1.3.19 Confidential Information

The term "Confidential Information" shall mean any data or information, in any format, including County data, County Materials, System data, sensitive financial information, proprietary information and any other information that otherwise may be deemed confidential by applicable Federal, State or local law or pursuant to the terms of this Agreement, as further specified in Paragraph 18 (Confidentiality and Security).

1.3.20 Configurations

The term "Configuration(s)" shall mean the customizations or other modifications to the Application Software, and related Documentation, that may be provided by Contractor during the term of this Agreement upon County's election as part of Solution Implementation or in the form of Programming Modifications as part of Optional Work in order for the Solution to meet existing or future Solution Requirements specified by County.

1.3.21 Contract Sum

The term "Contract Sum" shall mean the total monetary amount authorized to be payable by County to Contractor under this Agreement, as set forth in Paragraph 8.1 (Maximum Contract Sum). The Contract Sum shall not be adjusted for any costs or expenses whatsoever by Contractor.

1.3.22 Contractor's Key Staff

The term "Contractor's Key Staff" shall have the meaning as described in Paragraph 3.2 (Approval of Contractor's Staff).

1.3.23 COTS

The term "COTS" shall mean "commercial off the shelf" when used with software.

1.3.24 County

The term "County" shall mean the County of Los Angeles, California, including its Sheriff's Department and all other departments governed by the County Board of Supervisors.

1.3.25 County Materials

The term "County Materials" shall mean information, data, plans, schedules including project and work schedules, departmental procedures and processes, diagrams, reports, records and any other information or Work products originated from or created solely for County through Contractor's work pursuant to this Agreement and any County data, County's Confidential Information and System data, whether provided by County or otherwise accessible or generated by Contractor or the Solution, excluding the Work Product, as further specified in Paragraph 16.1 (County Materials).

1.3.26 Customizations

The term "Customization(s)" shall mean customizations or other modifications to the Application Software, and related Documentation, that may be provided by Contractor during the term of this Agreement upon County's election as part of Solution Implementation or Optional Work in order for the Solution to meet existing or future Solution Requirements specified by County. Once accepted and approved by County, Customizations shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.27 Data Conversion

The term "Data Conversion" shall mean and refer to tasks and deliverables associated with the Solution Migration and conversion of County's existing data as part of Solution Implementation services, as further specified in Paragraph 2.47 (Task 13 – CBS Solution Implementation (Rollout) and Final Acceptance) of Exhibit A (Statement of Work).

1.3.28 Deficiency; Deficiencies; Defect(s)

The terms "Deficiency(ies)" and "Defect(s)", whether singular or plural, shall mean any of the following: any malfunction, error or defect in the design, development, implementation, materials, and/or workmanship; any failure to meet or comply with or deviation from Solution Requirements, Specifications, County approved deliverables, any published and/or mutually agreed upon standards or any other representations or warranties by Contractor under this Agreement regarding the Solution; and/or any other problem which results in the Solution, or any component thereof, not performing in compliance with the provisions of this Agreement, including but not limited to the Specifications and Solution Requirements.

1.3.29 Deficiency Credits

The term "Deficiency Credits" shall mean credits or any other form of discount to be applied to the applicable Service Fees for Contractor's failure to correct a Solution Deficiency, including but not limited to Unscheduled Downtime or Solution Performance Deficiency, within a prescribed period of time depending on the Severity Level of such Deficiency, as further specified in Paragraph 5.2.1 (Problem Correction Priorities) of Exhibit C (Service Level Agreement).

1.3.30 Deliverable; deliverable

The terms "Deliverable" and "deliverable" shall mean items and/or Services provided or to be provided by Contractor under this Agreement, including any numbered Deliverables set forth in Exhibit A (Statement of Work).

1.3.31 Department

The term "Department" shall mean the Los Angeles County Sheriff's Department.

1.3.32 Detailed Work Plan

The term "Detailed Work Plan" shall have the meaning specified in Paragraph 2.1.8 (Detailed Work Plan) of Exhibit A (Statement of Work).

1.3.33 Disaster

The term "Disaster" shall mean a catastrophic event that results in significant or potentially significant Unscheduled Downtime or disruption of the Production Environment and requires Contractor to provide Disaster Recovery as specified in Exhibit C (Service Level Agreement) and/or Exhibit A (Statement of Work).

1.3.34 Disabling Device

The term "Disabling Device" shall mean any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", "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 Solution or any component to County or any User or which could alter, destroy or inhibit the use of the

AGREEMENT

Solution or any component, or the data, as further specified in Paragraph 12.1 (General Warranties).

1.3.35 Dispute Resolution Procedure

The term "Dispute Resolution Procedure" shall have the meaning specified in Paragraph 51 (Dispute Resolution Procedure).

1.3.36 Documentation

The term "Documentation" shall mean any and all written and electronic materials provided or made available by Contractor under this Agreement, including, but not limited to, documentation relating to software, hardware and equipment specifications and functions, training course materials, Specifications including Solution Requirements, technical manuals, handbooks, flow charts, technical information, reference materials, user manuals, operating manuals, quick reference guides, FAQs, and all other instructions and reference materials relating to the capabilities, operation, installation and use of the Solution and/or applicable components. Electronic documentation shall be in software formats acceptable to County.

1.3.37 Effective Date

The term "Effective Date" shall mean the date of execution of this Agreement is entered into by County and the authorized representative(s) of Contractor, as stated in the preamble of this Agreement.

1.3.38 Final Acceptance

The term "Final Acceptance" shall mean County's acceptance of full Solution Implementation consistent with the requirements hereunder at all Equipment locations, as evidenced by County's written approval in accordance with the terms of this Agreement of the designated Deliverable under Exhibit A (Statement of Work).

1.3.39 Go Live; Production Cutover

The terms "Go-Live" and "Production Cutover" shall mean the cutover of the Solution to the Production Environment for any of the Phases pursuant to Exhibit A (Statement of Work).

1.3.40 Hardware Upgrade

The term "Hardware Upgrade" shall mean any addition to, or replacement of any component of the Solution Hardware, available or made available subsequent to the first Go Live of the Solution, in order to comply with Attachment A.2 (Solution Requirements), Schedule C.4 (Solution Response-Time Requirements), Exhibit A (Statement of Work), Exhibit C (Service Level Agreement), and/or any of the specifications set forth in this Agreement.

1.3.41 Holdback

The term "Holdback" shall have the meaning specified in Paragraph 9.6 (Holdback).

1.3.42 Implementation Period

The term "Implementation Period" shall mean the period from the Effective Date of this Agreement through the Solution's Final Acceptance by County.

1.3.43 Initial Term

The term "Initial Term" shall have the meaning specified in Paragraph 7 (Term).

1.3.44 Interface

The term "Interface" shall mean the set of software mechanisms used for the transfer of electronic data and/or software commands among and between computer systems including the Solution and any Interfaced system, networks, applications, modules and users, and related Documentation, previously provided or to be provided by Contractor to County during the term of this Agreement as part of Solution Implementation or Optional Work.

1.3.45 License

The term "License" shall mean the terms and conditions granting County, Participating Agencies and their Users rights to the Solution Software licensed by Contractor under this Agreement, as specified in Paragraph 10.2 (License).

1.3.46 Licensed Software

The term "Licensed Software" shall mean pre-developed Application Software components licensed by Contractor to County under this Agreement, and related Documentation, including any pre-developed software and other tools, Additional Software and any Replacements Products.

1.3.47 Livescan

The term "Livescan" shall mean an inkless, electronic means of capturing fingerprints and other biometric features in a digitized format.

1.3.48 Livescan Equipment

The term "Livescan Equipment" shall mean and refer to all hardware used for capturing Livescans under this Agreement including the cabinet, personal computers, biometric capture instruments and other peripherals as well as embedded firmware/software, and related Documentation, including Application Software and Operating Software.

1.3.49 Maintenance Period

The term "Maintenance Period" shall mean the period from Final Acceptance through the end of the Term of this Agreement.

1.3.50 Maximum Fixed Price

The term "Maximum Fixed Price" shall mean the maximum amount to be paid by County to Contractor for any Optional Work approved by County to be provided by Contractor in accordance Paragraph 5.1.4 (Optional Work).

1.3.51 Operating Software

The term "Operating Software" shall mean the software and other products which may be provided by Contractor or County as part of the Solution Environment, including operating and database software.

1.3.52 Operations, Maintenance & Support; OM&S

The terms "Operations, Maintenance & Support" and "OM&S" shall mean and include Operations Services, Maintenance Services and Support Services provided by Contractor in accordance with Paragraph 5.1.3 (OM&S) of this Agreement, and as further specified in Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement).

1.3.53 Option Term

As used herein, the term "Option Term" shall have the meaning specified in Paragraph 7 (Term).

1.3.54 Optional Work

The term "Optional Work" shall mean Programming Modifications, Professional Services and/or Additional Products that may be provided by Contractor to County during the Term of this Agreement upon County's request and approval in accordance with 5.1.4 (Optional Work) and identified appropriately in Schedule B.1 (Optional Work Schedule) to Exhibit B (Pricing Schedule).

1.3.55 PAC50

The term "PAC50" - shall mean County's law enforcement information sharing network, managed by LASD and used by the entire law enforcement community within Los Angeles County. This is a private, secure network which ensures data security for law enforcement-related information in transit between Law Enforcement Agencies.

1.3.56 Participating Agency(cies)

The term "Participating Agency" shall mean any agency authorized by County to use this Agreement, including: (i) the Los Angeles County Public Defender, (ii) the Los Angeles County Alternate Public Defender, (iii) the Los Angeles County Juvenile Bar Panel, and (iv) the Los Angeles County Bar Association.

1.3.57 Performance Deficiency

The term "Performance Deficiency" shall mean the Solution not meeting any one of the Solution Performance Requirements set forth in Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement).

1.3.58 Phase

The term "Phase" shall mean and refer to each phase of delivery and installation of Livescan Equipment as part of Solution Implementation.

1.3.59 Phase Acceptance

The term "Phase Acceptance" shall mean County's Acceptance of a Phase operating in Production, as evidenced by written approval in accordance with the terms of this Agreement of the applicable Deliverable under Exhibit A (Statement of Work) for completion of such Phase.

1.3.60 Pool Dollars

The term "Pool Dollars" shall mean the amount allocated under this Agreement for the provision by Contractor of Optional Work during the Term of this Agreement.

1.3.61 Production Environment

The term "Production Environment" shall mean the Solution Environment set up by Contractor as part of Solution Implementation Services pursuant to Exhibit A (Statement of Work) for Production Use of the Solution.

1.3.62 Production; Production Use

The terms "Production" and "Production Use" shall mean the actual use of the Solution by County, Participating Agencies and their Users for the performance of their operations commencing upon Go Live.

1.3.63 Professional Services

The term "Professional Service(s)" shall mean and include training, consulting Services, programming and/or other Services requiring professional expertise that Contractor may provide upon County's request in the form of Optional Work in accordance with Paragraph 5.1.4 (Optional Work).

1.3.64 Programming Modifications

The term "Programming Modification(s)" shall mean modifications to Application Software, including Configurations, Customizations and Interfaces, and related Documentation, that may be provided by Contractor during the term of the Agreement, upon County's election, in order for the Solution to meet existing or future Requirements specified by County or other governing bodies. Once accepted and approved by County, the product of any Programming Modifications shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.65 Project

The term "Project" shall mean the implementation, operations, maintenance and support for the Criminal Booking System Solution, and any other related Work that may be provided by Contractor in accordance with the terms of this Agreement.

1.3.66 Project Control Document; PCD

The term "Project Control Document" and "PCD" shall have the meaning defined in Paragraph 2.1 (Task 1 – Project Planning – Project Control Document (PCD)) of Exhibit A (Statement of Work).

1.3.67 Project Review

The term "Project Review" shall have the meaning defined in Paragraph 2.1.9 (PCD Review) of Exhibit A (Statement of Work)

1.3.68 Replacement Product

The term "Replacement Product" shall mean any software product with which Contractor may replace any or all components of the Licensed Software during the term of the Agreement, as further specified in Paragraph 12.4 (Continuous Product Support).

1.3.69 Request for Proposals; RFP

The terms "Request for Proposals" and "RFP" shall mean County's Request for Proposals for provision of Work hereunder, incorporated into this Agreement as Exhibit J (Request for Proposals).

1.3.70 Resolution Time

The term "Resolution Time" shall have the meaning as described in Paragraph 5.2 (Resolution of Deficiencies) of Exhibit C (Service Level Agreement).

1.3.71 Response Time

The term "Response Time" shall have the meaning as described in Exhibit C (Service Level Agreement).

1.3.72 Scheduled Downtime

The term "Schedule Downtime" shall have the meaning described in Exhibit C (Service Level Agreement).

1.3.73 Security Requirements

The term "Security Requirements" shall have meaning as described in Paragraph 18.2 (Security).

1.3.74 Service Fees

The term "Service Fee(s)" shall mean and include the fees to be paid by County to Contractor for the provision of OM&S Services under this Agreement in accordance with the terms of this Agreement, including Exhibit C (Service Level Agreement).

1.3.75 Service Level Agreement; SLA

The terms "Service Level Agreement" and "SLA" shall mean and refer to the provisions of Exhibit C (Service Level Agreement) including all Schedules thereto.

1.3.76 Service Levels

The term "Service Level(s)" shall mean Contractor's service obligations to County during Production Use of the Solution as specified in Exhibit C (Service Level Agreement).

1.3.77 Services

The term "Services" shall mean Services related to Solution Implementation, OM&S, any Services that are part of Optional Work, and any other Services that may be provided by Contractor under this Agreement.

1.3.78 Severity Level

The term "Severity Level" shall have the meaning described in Exhibit C (Service Level Agreement).

1.3.79 Software Updates

The term "Software Update(s)" shall mean and include any additions to and/or replacements to the Solution Software, available or made available subsequent to the first Go Live of the Solution, and shall include all Application Software and Livescan Equipment firmware/software performance and functionality enhancement releases, new Version Releases, Solution Software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections, and any other modifications to the Application Software, including but not limited to those required for the Solution to remain in compliance with applicable Federal and State laws and regulations and the terms of this Agreement, provided by Contractor in accordance with Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement), with all Attachments and Schedules thereto.

1.3.80 Solution

The term "Solution" shall mean the combination of the software, hardware, equipment and tools which comprise the Solution Environment, provided by Contractor to County to meet the Solutions Requirements in this Agreement.

1.3.81 Solution Availability

The term "Solution Availability" shall mean, during a particular calendar month wherein the Solution is not experiencing Scheduled or Unscheduled Downtime, as described in Exhibit C (Service Level Agreement).

1.3.82 Solution Environment

The term "Solution Environment" shall mean the architectural and operational environment for the Solution provided by Contractor as part of the Solution, and related Documentation, and includes the Livescan Equipment, Production Environment, Test Environment, and Client Environment.

1.3.83 Solution Hardware

The term "Solution Hardware" shall mean all System Hardware and Livescan Equipment that is part of the Solution provided by Contractor pursuant to the Agreement, and related Documentation all of which are provided, maintained and/or supported by Contractor under this Agreement.

1.3.84 Solution Implementation

The term "Solution Implementation" shall mean and refer to all goods and Services for implementing the Solution pursuant to Paragraph 5.1.2 (Solution Implementation) of this Agreement.

1.3.85 Solution Migration

The term "solution migration" shall mean and refer to tasks and deliverables associated with the migration from the County's existing systems to the solution, as further specified in Exhibit A (Statement of Work).

1.3.86 Solution Performance Requirements

The "Solution Performance Requirements" are listed in Schedule C.4 (Solution Response-Time Requirements) to Exhibit C (Service Level Agreement).

1.3.87 Solution Requirements; Requirements

The "Solution Requirements" or "Requirements" are listed in Attachment A.2 (Solution Requirements) to Exhibit A (Statement of Work).

1.3.88 Solution Software

The term "Solution Software" shall mean all System Software and Livescan Equipment firmware/software that is part of the Solution provided by Contractor pursuant to this Agreement, and related Documentation, including Application Software and Operating Software.

1.3.89 State

The term "State" means the State of California.

1.3.90 Statement of Work; SOW

The terms "Statement of Work" and "SOW" shall mean the Work to be provided by Contractor pursuant to this Agreement, including Exhibit A (Statement of Work) with all Attachments thereto, which may be identified in terms of Tasks, Subtasks and Deliverables.

1.3.91 System

The term "System" shall mean the hardware, software and data comprising the Solution other than the Livescan Equipment, including but not limited to the System Hardware, System Software and System data, provided by Contractor or County in accordance with the terms of this Agreement.

1.3.92 System Hardware

The term "System Hardware" shall mean all desktop computer workstations, computer servers, networking equipment, connectivity hardware, and storage racks as applicable, and related Documentation, provided by Contractor or County for the Solution.

1.3.93 System Software

The term "System Software" shall mean all Application Software and Operating Software, and related Documentation, provided by Contractor to County as part of the Solution and residing in the Solution Environment, and does not include the Livescan Equipment firmware/software.

1.3.94 Task; task; Subtask; subtask

The terms "Task", "task", "Subtask" and "subtask" shall mean one of the areas of work to be performed under this Agreement, including those that may be identified as numbered Tasks and Subtasks in Exhibit A (Statement of Work).

1.3.95 Term

The term "Term" shall have the meaning as defined in Paragraph 7 (Term).

1.3.96 Test Environment

The term "Test Environment" shall mean that component of the Solution Environment set up by Contractor as part of Solution Implementation Services pursuant to Exhibit A (Statement of Work) for non-Production Use of the Solution, including software development, installation, testing of software and Interfaces, and training.

1.3.97 Third-Party Software

The term "Third-Party Software" shall mean any software of third parties that may be provided, maintained and/or supported by Contractor under this Agreement as part of the Solution, including Application Software and Operating Software provided by third parties.

1.3.98 Transition Services

The term "Transition Services" shall have the meaning specified in Paragraph 24.2 (Termination Transition Services).

1.3.99 Unscheduled Downtime

The term "Unscheduled Downtime" shall mean the period during which a Solution component cannot be accessed due to a Deficiency, as further specified in Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement).

1.3.100 User

The term "User" shall mean any person authorized by County or applicable Participating Agency to access or use the Solution in accordance with this Agreement.

1.3.101 Version Release

The term "Version Release" shall mean Contractor's Application Software major version upgrade which may contain new software functionalities and features and/or system compatibilities.

1.3.102 Warranty Period

The term "Warranty Period" shall have the meaning described in Paragraph 1.5.17 (Solution Warranty Period) of Exhibit A (Statement of Work).

1.3.103 Work

The term "Work" shall mean any and all tasks, subtasks, deliverables, goods, Services and other work provided, or to be provided, by or on behalf of Contractor pursuant to this Agreement, including Solution components, Solution Implementation Services, OM&S Services, and Optional Work.

1.3.104 Work Order

The term "Work Order" shall mean and refer to any agreed upon work order for provision by Contractor of Optional Work under this Agreement, as further specified in Paragraph 5.1.4 (Optional Work).

1.3.105 Work Product

The term "Work Product" shall mean any intellectual property, including concepts, ideas, methods, methodologies, procedures, processes, know-hows, techniques, inventions, analysis frameworks, software, models, Documentation, templates, user interfaces and screen designs, utilities, routines and tools, that were developed by Contractor prior to performance or independent of this Agreement, as further specified in Paragraph 10.1.4 (Work Product).

2 ADMINISTRATION OF AGREEMENT – COUNTY

2.1 COUNTY ADMINISTRATION

All persons administering this Agreement on behalf of County including County's Project Director and Project Manager, are listed in Exhibit E (County Administration). Unless otherwise specified, reference to each of the persons listed in such Exhibit E (County Administration) shall also include his/her authorized designee. County will notify Contractor in writing of any change to the names and/or addresses in County Administration.

No member of County Administration is authorized to make any changes in any of the terms and conditions of this Agreement other than those specifically authorized under Paragraph 4 (Changes to Agreement).

2.1.1 County's Project Director

County's Project Director will be responsible for ensuring that the objectives of this Agreement are met. County's Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor. Unless specified otherwise, County's Project Director shall also include a designee.

2.1.2 County's Project Manager

County's Project Manager will be responsible for ensuring that the technical, business and operational standards and requirements of this Agreement are met. County's Project Manager will interface with Contractor's Project Manager on a regular basis. County's Project Manager will report to County's Project Director regarding Contractor's performance with respect to technical, business and operational standards and requirements of this Agreement. Unless specified otherwise, County's Project Manager shall be the designee of County's Project Director.

2.2 COUNTY PERSONNEL

All County personnel, and by extension all Participating Agency personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such personnel are assigned only for the convenience of County. Contractor hereby represents that its price, Project Schedule, Project Plan and performance hereunder are based solely on the work of Contractor's personnel, except as may otherwise be expressly provided in this Agreement.

3 ADMINISTRATION OF AGREEMENT – CONTRACTOR

3.1 CONTRACTOR ADMINISTRATION

All persons administering this Agreement on behalf of Contractor, including Contractor's Project Director and Project Manager, are listed in Exhibit F (Contractor Administration). All staff employed by and/or on behalf of Contractor, including the persons listed in such Exhibit F (Contractor Administration), shall be adults who are fully fluent in both spoken and written English. Contractor shall notify County in writing of any change to the names and/or addresses of Contractor Administration.

Contractor's Project Director

Contractor's Project Director shall be responsible for Contractor's performance of all Work and ensuring Contractor's compliance with this Agreement. Contractor's Project Director shall meet and confer with County's Project Director on a regular basis as required by County and specified in Exhibit A (Statement of Work) regarding the overall scope of the project. Such meetings shall be conducted in person or via teleconference at a time and place as agreed to by County's Project Director and Contractor's Project Director.

Contractor's Project Manager

Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 3.4 (Reports by Contractor). Contractor's Project Manager shall interface with County's Project Manager on a regular basis and shall be available during Business Days between the hours of 8:00 a.m. and 5:00 p.m. Pacific Time, or as otherwise required by County and this Agreement, for telephone contact and/or to meet with County personnel regarding the operation of this Agreement, as required by County's Project Director. Contractor's Project Manager shall meet and confer with County's Project Director on a regular basis, at least weekly or as otherwise required by County, to review project progress and to discuss project coordination. Such meetings shall be conducted in person or via teleconference at a time and place as agreed to by County's Project Manager and Contractor's Project Manager.

3.2 APPROVAL OF CONTRACTOR'S STAFF

- 3.2.1 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks and subtasks required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.
- 3.2.2 County shall have the right to approve or disapprove each member, or proposed member, of the Contractor's key staff prior to and during their performance of any Work hereunder, as well as so approving or disapproving any proposed deletions from or other changes in such Contractor's Key Staff. County's Project Manager, in his/her reasonable discretion, may require replacement of any member of the Contractor's key staff, including Contractor's Project Director and Project Manager, performing, or offering to perform Work hereunder. Contractor shall provide county with a resume of each such proposed initial Contractor's key staff member and a proposed substitute and, upon County's request, an opportunity to interview such person prior to his/her performance of any work hereunder. Contractor shall have thirty days from the date of County's written request to replace such staff.
- 3.2.3 In addition, Contractor shall provide to County's Project Director an executed Confidentiality and Assignment Agreement (Exhibit G) for each member of the Contractor's Key Staff performing Work under this Agreement on or immediately after the effective date, but in no event later than the date such member of the Contractor's key staff first performs Work under this Agreement.
- 3.2.4 Contractor's Key Staff providing on-site Services at the Participating Agencies shall adhere to the business attire guidelines in Attachment A.6 (Business Attire Guidelines) to Exhibit A (Statement of Work).
- 3.2.5 Contractor shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting the Contractor's Key Staff. Contractor shall promptly fill any Contractor's Key Staff vacancy with personnel having qualifications at least equivalent to those of the Contractor's Key Staff member(s) being replaced.
- 3.2.6 In the event Contractor should ever need to remove any member of the Contractor's Key Staff from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Should County be dissatisfied with any member of the Contractor's Key Staff during the Term of this Agreement, Contractor shall replace such person with another to County's satisfaction.
- 3.2.7 Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

3.3 BACKGROUND AND SECURITY INVESTIGATIONS

3.3.1 All Contractor staff performing Work under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing Work under this Agreement. Any and all fees associated with obtaining the background information shall be borne by Contractor, regardless of whether Contractor's staff passes or fails the background clearance investigation.

- 3.3.2 County may immediately, in its sole discretion, deny or terminate facility access to any Contractor's staff, including subcontractor staff, who do not pass such background investigation(s) to the satisfaction of County and/or whose background or conduct is incompatible with County's facility access.
- 3.3.3 Disqualification, if any, of Contractor's staff, including subcontractor staff, pursuant to this Paragraph 3.3 (Background and Security Investigations) shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.

3.4 REPORTS BY CONTRACTOR

In addition to any reports required elsewhere under this Agreement, including Exhibit A (Statement of Work), in order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor shall provide to County's Project Manager, as frequently as may be requested by County's Project Manager, but in no event more frequently than weekly, written reports which shall include, at a minimum, the following information:

- 1. Period covered by the report;
- 2. Summary of project status as of reporting date:
- 3. Overview of the Work provided during the reporting period;
- 4. Progress status of each Work component scheduled for the reporting period;
- 5. Issues/problems encountered, proposed resolutions and projected completion dates for problem resolution;
- 6. Status of contractually defined deliverables, milestones and walk-throughs scheduled in the Project Schedule;
- 7. Action items and decisions from the previous meeting;
- 8. Planned activities for the next two reporting periods; and
- 9. Any other information which County may from time-to-time require.

3.5 RULES AND REGULATIONS

- 3.5.1 During the time when Contractor's employees, subcontractors or agents are at County facilities, including those of Participating Agencies, such persons shall be subject to the applicable rules and regulations of County or Participating Agency. To the extent possible, County Project Director will provide Contractor with a copy, or electronic access to, the Department's Manual of Policy & Procedures (MPP). Contractor shall review and understand all sections of the MPP, especially those pertaining to employee conduct and behavior.
- 3.5.2 It is the responsibility of Contractor to acquaint such persons, who are to provide Work, with such rules and regulations. In the event that County determines that an employee, subcontractor or agent of Contractor has violated any applicable rule or regulation, including business attire guidelines, County shall notify Contractor, and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate.
- 3.5.3 If the problem is not thereby corrected, then Contractor shall permanently withdraw its employee, subcontractor or agent from the provision of Work upon receipt of written notice from County that: (i) such employee, subcontractor or agent has violated such rules or regulations; or (ii) such employee's, subcontractor's or agent's actions, while on County

premises, indicate that the employee, subcontractor or agent may adversely affect the provision of Work.

3.5.4 Upon removal of any employee, subcontractor or agent, Contractor shall immediately replace the employee, subcontractor or agent and shall continue uninterrupted Work hereunder.

3.6 CONTRACTOR'S STAFF IDENTIFICATION

- 3.6.1 All Contractor staff, including subcontractors and agents, who successfully complete a background investigation, as set forth in Paragraph 3.3 (Background and Security Investigations), will be issued a photo identification badge by the Department. Contractor staff will prominently display this identification badge on the upper part of the body when entering any location, including its location grounds, as shown in Attachment A.4 (Equipment Locations & Inventory), or County facility and grounds, as instructed by the County Project Manager.
- 3.6.2 Contractor shall notify County within one Business Day when staff is terminated from Work under this Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County-specified photo identification badge at the time of removal from Work under this Agreement.
- 3.6.3 If County requests the removal of Contractor's staff, Contractor shall be responsible to retrieve and immediately destroy Contractor staff's County photo identification badge at the time of removal from work under this Agreement.
- Contractor will be responsible for costs associated with any lost or stolen identification badge(s).

4 CHANGES TO AGREEMENT

4.1 GENERAL

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph 4 (Changes to Agreement). Any changes to this Agreement, including any portion of the Work provided under this Agreement, shall be accomplished only as provided in this Paragraph 4 (Changes to Agreement).

4.2 CHANGE NOTICES

For any change requested by County which does not materially affect the scope of Work, term, payments or any term or condition of this Agreement, or for any change requiring expenditure of Pool Dollars, a written notice of such change (hereinafter "Change Notice") shall be prepared by the Department and provided by County's Project Director to Contractor for acknowledgment or execution, as applicable, prior to commencement of any Work relating to such Change Notice, including any Optional Work. Change Notices requiring the expenditure of Pool Dollars shall require Contractor to prepare a written quotation that is the basis of the Change Notice, and written approval of County's Project Director with concurrence of County Counsel. County's Project Director shall be authorized on behalf of the County to approve Change Notices that do not require the expenditure of Pool Dollars.

4.2.1 Addition/Deletion of Equipment

1. For the addition or deletion of equipment quantities before completion of Solution Implementation (see Paragraph 5.1.5(1)) County and Contractor shall execute a Change

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Notice to update Attachment A.4 (Equipment Locations & Inventory) to Exhibit A (Statement of Work). Contractor agrees that any updates to quantities in Attachment A.4 (Equipment Locations & Inventory) require a Change Notice, and shall be invoiced at the equipment unit prices stated in Exhibit B (Pricing Schedule).

2. For the addition or deletion of equipment quantities after CBS Solution Acceptance, County and Contractor shall execute a Change Notice to update Attachment A.4 (Equipment Locations & Inventory) to Exhibit A (Statement of Work) pursuant to Paragraph 5.1.2 (2).

4.2.2 Technology Refresh Implementation

To implement any Technology Refresh (see Paragraph 5.1.6), County and Contractor shall execute a Change Notice or Amendment. Upon completion, Contractor shall update Attachment A.4 (Equipment Locations & Inventory) to Exhibit A (Statement of Work) pursuant to Paragraph 3.1.2(4) (Livescan-Related Equipment at the Participating Agencies) of Exhibit C (Service Level Agreement).

4.3 <u>AMENDMENTS</u>

Except as otherwise provided in this Agreement, for any change requested by County which materially affects the scope of Work, Term, payments, or any term or condition included in this Agreement, an Amendment to this Agreement shall be executed by the Contractor and County Board of Supervisors.

Notwithstanding the foregoing, the Sheriff or authorized designee is specifically authorized to issue Agreement non-renewal notices for the Option Terms. Furthermore, the Sheriff is specifically authorized to prepare and execute Amendments on behalf of County to: (i) add and/or update terms and conditions as required by County's Board of Supervisors or the Chief Executive Office and (ii) effect assignment of rights and/or delegation of duties as required under Paragraph 19 (Prohibition Against Assignment And Delegation).

4.4 PROJECT CONTROL DOCUMENT

Pursuant to Paragraph 2.1 (Task 1 – Project Planning – Project Control Document (PCD)) of Exhibit A (Statement of Work), Contractor shall deliver to County a Project Control Document (PCD), which includes a Detailed Work Plan (DWP). The DWP will be derived from all Work relating to Solution Implementation Services and, to the extent necessary, throughout the Term of the Agreement, as described in Paragraph 2.1.9.4 of Exhibit A (Statement Work). The PCD is incorporated into this Agreement as Attachment A.5 (Project Control Document) to Exhibit A (Statement of Work).

Changes to the PCD shall be made upon mutual agreement, in writing, by County's Project Director and Contractor's Project Director by Change Notice or otherwise, provided that County's Project Director's and Contractor's Project Director's agreement to alter the Project Schedule PCD shall not prejudice either party's right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Paragraph 4.3 (Amendments) above.

4.5 EXTENSIONS OF TIME

4.5.1 Notwithstanding any other provision of this Paragraph 4 (Changes to Agreement), and to the extent that extensions of time for Contractor's performance do not impact either the scope of Work or cost of this Agreement, County's Project Director, in his/her sole discretion, may grant Contractor extensions of time in writing for the Work listed in Attachment A.5 (Project

Control Document) to Exhibit A (Statement of Work), provided such extensions do not exceed a total of ninety calendar days beyond the agreed-to Final Acceptance date for the Solution as documented in Attachment A.5 (Project Control Document) to Exhibit A (Statement of Work).

4.5.2 In such event, and prior to granting such extension of time, County will initiate a formal Project Review pursuant to Paragraph 2.1.9 (PCD Review) of Exhibit A (Statement of Work). In like manner, County will initiate a formal Project Review for each subsequent ninety day extension thereafter. Each Project Review may result in 1) an assessment of the project's progress to-date, 2) an assessment of the future success of the project, 3) remedial recommendations for continued Work, or 4) a recommendation for termination of this Agreement.

4.6 <u>FACSIMILE</u>

Except for the parties' initial signatures to this Agreement or any Amendment, which must be provided in "original" form and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on any Change Notice or any Amendment prepared pursuant to this Paragraph 4 (Changes to Agreement) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to any such Change Notice or Amendment to this Agreement, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of "original" versions of such documents.

5 WORK

In exchange for County's payment to Contractor of the applicable fees arising under the Agreement and invoiced by Contractor, Contractor shall (a) on a timely basis provide, complete, deliver and implement all Work set forth in this Agreement, including Exhibit A (Statement of Work), including but not limited to all components of the Solution, Solution Implementation, OM&S, and any Optional Work agreed to by the parties; and (b) grant to County the License to all Software and the ownership rights to all Hardware included in the Solution, as specified in Paragraph 10 (Ownership and License). Contractor shall perform all such tasks, subtasks, deliverables, goods, Services and other Work in accordance with Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement), together with all Attachments and Schedules thereto including Attachment A.5 (Project Control Document), at the applicable rates and prices specified in Exhibit B (Pricing Schedule)

5.1 SCOPE OF WORK

5.1.1 Solution Components

Contractor shall provide (i) License to all Solution Software provided hereunder, including but not limited to firmware/software embedded in the Livescan Equipment or residing on the System Hardware, Third-Party Software, Application Software and Application Modifications, and Operating Software, and (ii) ownership and other proprietary rights regarding all Solution Hardware, including but not limited to Livescan Equipment, System Hardware and Hardware Upgrades, all as necessary for the Solution to meet all Solution Requirements and the Specifications under this Agreement as such may be revised during the Term of this Agreement, and in accordance with the provisions of Paragraph 10 (Ownership and License) and this Agreement.

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5.1.2 Solution Implementation

Contractor shall provide Solution Implementation Services, including but not limited to System Environment setup, Equipment and Software installation, hosting services and network connectivity, testing, training, Programming Modifications, and any other Services through Final Acceptance of the Solution, as required for the successful implementation of the Solution, and as specified in Exhibit A (Statement of Work) and elsewhere in this Agreement.

5.1.3 OM&S

Contractor shall provide to County and the Participating Agencies, OM&S Services in accordance with this Agreement, including Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) and any schedules and attachments thereto. OM&S obligations shall commence upon the Go Live of each Phase of Solution implementation and shall continue through the Maintenance Period of each Phase, through Final Acceptance of the Solution and until the termination or expiration of this Agreement.

County will pay Contractor Service Fees for provision by Contractor to County of OM&S Services commencing upon Final Acceptance, as provided in Exhibit B (Pricing Schedule). Service fees, including all components thereof, shall not exceed the amounts specified in Exhibit B (Pricing Schedule).

5.1.4 Optional Work

- 1. Upon County's written request and execution of a Change Notice pursuant to the terms of this Agreement, Contractor shall provide Optional Work, including Programming Modifications, Additional Products, and Professional Services in accordance with this Paragraph and Exhibit A (Statement of Work). Programming Modifications and Additional Products shall only include those products and services relating to the requirements which were not reflected in the Specifications and/or Solution Requirements on the Effective Date, as determined by County's Project Director or authorized designee.
- 2. Upon County's request, and Contractor's concurrence to provide the Optional Work, Contractor shall provide to County within ten Business Days of such request, or such longer period as agreed to by the parties, a proposed Work Order including, if necessary, any supporting documentation, and a quote for a Maximum Fixed Price calculated in accordance with the applicable pricing terms set forth in Exhibit B (Pricing Schedule). Contractor's quotation for Optional Work shall be valid for at least ninety days from submission. Contractor shall commence the Optional Work following agreement by the parties, with respect to such Scope of Work and the Maximum Fixed Price, utilizing a Change Notice pursuant to Paragraph 4.2 (Change Notices) above. Upon completion by Contractor, and approval by County in accordance with the terms of this Agreement of such Optional Work, Schedule B.1 (Optional Work Schedule) to Exhibit B (Pricing Schedule), shall be updated accordingly to add the items of such completed and approved Optional Work.
- 3. Upon completion by Contractor and approval by County of Optional Work, (i) any Programming Modifications and/or Additional Products provided by Contractor in the form of Optional Work shall become part of and be incorporated into the Solution; (ii) additional Hardware shall become part of and be incorporated into the Hardware that is part of the Solution Environment; and (iii) Solution Requirements and Specifications shall

- be updated to include the new and/or updated requirements and specifications as a result of such Optional Work.
- 4. Optional Work may be performed by Contractor at: 1) at no additional cost to County as part of Solution Implementation or OM&S, or 2) the applicable pricing terms set forth in Exhibit B (Pricing Schedule), payable by County utilizing Pool Dollars. Absent an Amendment in accordance with Paragraph 4 (Changes to Agreement), the Pool Dollars are the aggregate amount available during the Term of this Agreement for Optional Work.
- 5. Any Optional Work provided by Contractor shall not cause an increase in the OM&S fees under this Agreement.
- 6. Any Change Notice and resultant Work Order executed pursuant to this Paragraph 5.1.4 (Optional Work) prior to the expiration of this Agreement, shall survive the Agreement as though the Agreement remained in full force and effect. The expiration of the Agreement shall not relieve Contractor of its obligation to perform Optional Work resulting from such Work Order.

5.1.5 Addition And Deletion Of Hardware

- 1. Contractor agrees that any addition or deletion of hardware in Attachment A.4 (Equipment Locations & Inventory) to Exhibit A (Statement of Work) before completion of Solution Implementation [see Paragraph 2.48 (Deliverable 13 CBS Solution System Implemented and Final Acceptance Completed) of Exhibit A (Statement of Work)], as solely determined by County Project Manager, requires a Change Notice. Any added hardware shall be invoiced at the equipment unit prices stated in Exhibit B (Pricing Schedule).
- 2. Contractor agrees that any addition or deletion of hardware in Attachment A.4 (Equipment Locations & Inventory) to Exhibit A (Statement of Work) after CBS Solution Acceptance [see Paragraph 2.48 (Deliverable 13 CBS Solution System Implemented and Final Acceptance Completed) of Exhibit A (Statement of Work)], requires a Change Notice. Any added hardware after final acceptance shall be invoiced at the lowest available market price plus a not-to-exceed handling fee of 15%.

5.1.6 Technology Refresh

- 1. County and Contractor agree, during the Term of this Agreement but not before the end of the third year of the Agreement following Final System Acceptance, to conduct a hardware/software replacement (Technology Refresh) for all or any subset of, the Solution components as determined by the County Project Director in accordance with the Technology Refresh Implementation Strategy [see Paragraph 2.1.14 (Technology Refresh Implementation Strategy) of Exhibit A (Statement of Work)]. The Technology Refresh is intended to update key solution components with the most contemporaneous and advanced technologies currently available.
- 2. The cost for the Technology Refresh will be borne by County by means of an executed Change Notice. Contractor shall secure the lowest possible pricing for the Technology Refresh, minus any bulk purchase discounts, plus a not-to-exceed 15% markup for handling (e.g. purchasing and administration, setup/configure at the livescan locations, and removal of old replacement hardware). The not-to-exceed 15% markup is calculated based on actual equipment/software costs prior to the inclusion of sales/use tax. County makes no guarantee that the Technology Refresh will occur, nor does County guarantee that the Technology Refresh will be conducted in one single deployment during the Term of this Agreement.

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3. The Technology Refresh Strategy shall be devised to minimize disruption to County operations. Notwithstanding, County and Contractor agree that any experienced downtime resulting from the Technology Refresh shall not be subject to Remedies [see Paragraph 6 (Remedies) of Exhibit C (Service Level Agreement)], provided Contractor is fully compliant with the processes described in the Technology Refresh Implementation Strategy [see Paragraph 2.1.13 (Technology Refresh Implementation Strategy) of Exhibit A (Statement of Work)].

5.2 TESTING OF WORK

Contractor shall conduct all appropriate testing of the Solution before providing any Work hereunder, including Optional Work, to ensure the Solution's continued compliance with all Solution Requirements set forth in this Agreement, that the Solution is free of any material Deficiencies and that the Optional Work meets the requirements of the applicable Work Order. Such Solution tests shall test, among others, the Solution's functionality, integration and interfacing, volume endurance, System performance, and user acceptance.

5.3 INTEGRATION/INTERFACING

From time to time, Contractor may be responsible for developing and incorporating into the Solution, Application Modifications, including Programming Modifications and Additional Software, in the form of Optional Work. If such Application Modifications are to be integrated and/or interfaced with other software, equipment and/or systems provided by Contractor or at the direction of Contractor, the Application Modifications shall not be deemed accepted by County until the Application Modifications and such other systems have been successfully integrated and interfaced, as applicable, and accepted by County in accordance with the terms of this Agreement. For example, if Contractor is to provide a Solution consisting of multiple modules or that includes enhancements to the Solution as part of the Optional Work, County's acceptance of the Solution, any individual module or enhancement shall not be final until County accepts all of the Application Modifications and modules or enhancements integrated and interfaced together as a complete Solution, including the operation of the Solution on all equipment required for its use in conformance with the terms of this Agreement. Contractor shall not obtain any ownership interest in any other systems merely because they were interfaced, integrated or used with the Solution.

5.4 APPROVAL OF WORK

All Tasks, Subtasks, Deliverables, and other Work provided by Contractor under this Agreement must have County's written approval by County's Project Director or designee in accordance with Attachment A.1 (Deliverable Acceptance Process) to Exhibit A (Statement of Work). In no event shall County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Work not approved by County.

If Contractor provides any tasks, subtasks, deliverables, goods, services or other work to County other than those specified in this Agreement, or if Contractor provides such items requiring County's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County therefor.

5.5 NO OFFSHORE WORK

Contractor warrants (i) that all Services shall be performed and rendered within and from within the United States, and (ii) that Contractor shall not transmit or make available any of

County's Confidential Information, County's intellectual property or any County property, including County Materials, to any entity or individual outside the continental United States.

Specifically, no Programming Modifications for County, including Customizations, Configurations and Interfaces, may be developed or provided by personnel on behalf of Contractor outside or from outside the United States. Contractor may perform Services relating to standard product development or revisions, as long as such Services are provided without, or do not require, access to County's Confidential Information, County's intellectual property or any County property including County Materials, outside or from outside the United States.

6 PROJECT PLANNING

- Contractor shall implement the Solution in accordance with the Detailed Work Plan set forth in |1`Attachment A.5 (Project Control Document) to Exhibit A (Statement of Work), developed and delivered pursuant to Paragraph 2.1.8 (Detailed Work Plan) of Exhibit A (Statement of Work). The Detailed Work Plan shall, at a minimum, include the following items:
 - 1. Deliverable Number;
 - 2. Description;
 - 3. Due date;
 - 4. Milestone achieved;
 - 5. Associated or Dependent Deliverable; and
 - 6. Any other items reasonably required by County under this Agreement.

6.2 DELIVERABLE MILESTONES

- 6.2.1 Attachment A.5 (Project Control Document) to Exhibit A (Statement of Work) shall specify certain critical Deliverables as "milestones", as determined by County.
- A milestone shall be deemed completed for purposes of this Paragraph 6.2 (Deliverable Milestones) on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Work required for completion of such milestone are completed and delivered to County, and thereafter approved in writing by County pursuant to Paragraph 5.4 (Approval of Work).
- 6.2.3 The determination of whether a Deliverable milestone has been completed, and the date upon which such Deliverable was approved, shall be made by County's Project Director as soon as practicable in accordance with Paragraph 5.4 (Approval of Work) after County is informed by Contractor that such Deliverable has been completed, and is given all the necessary information, data and documentation to verify such completion.
- 6.2.4 Approval of Deliverables will not be unreasonably withheld or delayed by County. County will use reasonable efforts to provide the necessary assistance to Contractor for Contractor to meet the due dates specified in the Project Schedule.

7 TERM

- 7.1 The Term of this Agreement shall commence upon the Effective Date, and shall expire six years following Final Acceptance unless sooner terminated or extended, in whole or in part, as provided in this Agreement (hereinafter "Initial Term").
- At the end of the Initial Term, County may, at its sole option, extend the Term of this Agreement for four one-year periods (hereinafter each an "Option Term"), subject to, among others, County's right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of this Agreement providing for early termination of this

Agreement by County. County shall be deemed to have exercised each extension Option Term automatically, without further act, unless, no later than thirty days prior to the expiration of the Initial Term, or current Option Term as applicable, County notifies Contractor in writing that it elects not to extend this Agreement pursuant to this Paragraph 7 (Term). If County elects not to exercise an Option Term to extend at the end of the Initial Term, this Agreement shall expire.

- 7.3 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise this Agreement Term extension option.
- As used throughout this Agreement, the word "Term" when referring to the Term of this Agreement shall include the Initial Term and the Option Terms, to the extent County exercises its extension options pursuant to this Paragraph 7 (Term).

7.5 NOTICE OF EXPIRATION

Contractor shall notify County when this Agreement is within six months from the expiration of the Term. Upon occurrence of this event, Contractor shall send written notification to County's Project Director at the address set forth in Exhibit E (County Administration).

8 CONTRACT SUM

8.1 MAXIMUM CONTRACT SUM

- 8.1.1 The Maximum Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, Services and other Work required or requested by County under this Agreement.
- 8.1.2 The Maximum Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed Seventeen Million, Five Hundred Twelve Thousand, Three Hundred Ninety-Two Dollars and Eighty-Nine Cents (\$17,512,392.89), as further detailed in Exhibit B (Pricing Schedule), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Paragraph 4 (Changes to Agreement).
- 8.1.3 The Maximum Contract Sum under this Agreement shall provide for all authorized payments County may make to Contractor for any and all Work provided by Contractor under this Agreement, including all Solution components, Solution Implementation Services, OM&S and any Optional Work.
- 8.1.4 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent of the Contract Sum, including the Pool Dollars expenditures, authorized under this Agreement. Upon occurrence of this event, Contractor shall provide written notification to County's Project Director at the address set forth in Exhibit E (County Administration).

8.2 SOLUTION IMPLEMENTATION

8.2.1 Cost of Solution Implementation

County will reimburse Contractor for the cost of Solution Implementation, which shall include, but not be limited to, all goods and Services for implementing the Solution, e.g. Solution Environment setup, installation of the Livescan Equipment and System Hardware, Licenses for the Solution Software, installation of Solution Software, Solution Migration and Data Conversion, Acceptance Tests, training and any other Work provided by Contractor

hereunder and pursuant to Exhibit A (Statement of Work). All payments by County to Contractor for Solution Implementation shall be divided among the Deliverables as set forth in Exhibit B (Pricing Schedule).

8.2.2 Credits to County

- 1. Contractor agrees that delayed performance by Contractor will cause damages to County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance. Contractor further agrees that, in conformity with California Civil Code Section 1671, Contractor shall be liable to County for liquidated damages in the form of credits, as specified in this Paragraph 8.2.2 (Credits to County), as a fair and reasonable estimate of such damages. Any amount of such damages is not and shall not be construed as penalties and, when assessed, will be deducted from County's payment that is due.
- 2. County shall be entitled to receive credit against any or all amounts due to Contractor under this Agreement or otherwise, in the total amount of Five Hundred Dollars for each day after the due date for each and every occasion upon which a payable Deliverable identified in Attachment A.5 (Project Control Document) to Exhibit A (Statement of Work) as a "milestone" has not been completed by Contractor within fifteen days after the due date. Notwithstanding the foregoing, County shall not demand any credit from Contractor for delays which are a result of delays caused by acts or omissions of County, nor for any delays regardless of cause that may otherwise be approved in writing by County's Project Director or designee in his/her sole discretion. All of the foregoing credits shall apply separately, and cumulatively, to each milestone in the Project Schedule. A determination whether County shall assess credits due pursuant to this Paragraph 8.2.2 (Credits to County) shall be made by County's Project Director in his/her sole discretion.
- 3. A Deliverable shall be deemed completed for purposes of this Paragraph 8.2.2 (Credits to County) and Paragraph 8.2.6 (Termination) on the earliest date that all of the tasks, subtasks, deliverables, goods, Services and other Work required for the completion of such Deliverable are completed and delivered to County, provided that all of such tasks, subtasks, deliverables, goods, Services and other Work required for the completion of such Deliverable are thereafter approved in writing by County pursuant to Paragraph 5.4 (Approval of Work) without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, deliverables, goods, Services and other Work in accordance with the terms hereof.
- 4. For purposes of this Paragraph 8.2.2 (Credits to County) and Paragraph 8.2.3 (Termination), the determination of whether a Deliverable has been so completed and is so approved, and of the date upon which such Deliverable was completed, shall be made by County's Project Director or designee as soon as practicable after County is informed by Contractor that such Deliverable has been completed and is given all the necessary information, data and documentation to verify such completion.

8.2.3 Termination

In addition to any other remedies available to County under this Agreement, if any Deliverable identified as a milestone is not completed within thirty days after the applicable due date set forth in the Project Schedule and thereafter is not approved in writing by County

pursuant to Paragraph 5.4 (Approval of Work), other than as a result of delays caused solely by acts or omissions of County, and unless County's Project Director and Contractor's Project Director have otherwise agreed in writing prior to such date scheduled for completion to extend such due date pursuant to Paragraph 4.5 (Extension), then County may, upon notice to Contractor, terminate this Agreement for default in accordance with Paragraph 20 (Termination for Default) or for convenience in accordance with Paragraph 21 (Termination for Convenience), as determined in the sole discretion of County.

8.3 NON-APPROPRIATION OF FUNDS

County's obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Agreement. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then County shall, at its sole discretion, either: (i) terminate this Agreement as of June 30 of the last fiscal year for which funds were appropriated or (ii) reduce the Work provided hereunder in accordance with the funds appropriated, as mutually agreed to by the parties. County will notify Contractor in writing of any such non-appropriation of funds at its election at the earliest possible date.

8.4 <u>COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS</u>

In the event that County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for the 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 Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the Services to be provided by Contractor under this Agreement shall also be reduced correspondingly. County's notice to Contractor regarding such reduction in payment obligations shall be provided within thirty calendar days of the Board of Supervisors' approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Work set forth in this Agreement.

9 INVOICES AND PAYMENTS

9.1 INVOICES

Contractor shall invoice County in accordance with Exhibit B (Pricing Schedule): (i) for Solution Implementation, broken down by Deliverables, payable following completion by Contractor and approval by County of each such Deliverable; (ii) for OM&S, the quarterly fee to be paid in arrears for Service fees commencing upon Final Acceptance; and (iii) for Optional Work pursuant to a Change Notice or Amendment, as applicable, following Contractor's completion and County's written approval of the Optional Work. The actual price expended by Contractor for such Optional Work using Pool Dollars, shall not exceed the Maximum Fixed Price quoted for such Optional Work.

9.1.1 Submission of Invoices

Contractor's invoice shall include the charges owed to Contractor by County under the terms of this Agreement as provided in Exhibit B (Pricing Schedule). All invoices and supporting documents under this Agreement shall be submitted to the person designated in Exhibit E

(County Administration) as County's Project Manager at the address specified in such Exhibit E (County Administration).

9.1.2 Invoice Details

Each invoice submitted by Contractor shall indicate, at a minimum:

- 1. Agreement Name and Number;
- 2. The tasks, subtasks, deliverables, goods, Services or other Work for which payment is claimed, including Solution Implementation Deliverables, OM&S Services and any Optional Work;
- 3. The price of such tasks, subtasks, deliverables, goods, Services or other Work calculated based on the pricing terms set forth in Exhibit B (Pricing Schedule) or the Work Order including the Maximum Fixed Price, as applicable;
- 4. If applicable, the date of written approval of the tasks, subtasks, deliverables, goods, Services or other Work by County's Project Director or designee;
- 5. Indication of any applicable withhold or Holdback amounts for payments claimed or reversals thereof;
- 6. Indication of any applicable credits due County under the terms of this Agreement or reversals thereof;
- 7. If applicable, a copy of any required Acceptance Certificates signed by County's Project Director and/or County's Project Manager; and
- 8. Any other information required by County's Project Director or designee.

9.1.3 Approval of Invoices

All invoices submitted by Contractor to County for payment shall have County's written approval as provided in this Paragraph 9.1 (Invoices), which approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written approval.

9.1.4 Invoice Discrepancies

County's Project Director will review each invoice for any discrepancies and will, within thirty days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty days of receipt of County's notice of discrepancies and disputed charges. If County's Project Director or designee does not receive a written explanation for the charges within such thirty day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure set forth in this Agreement.

All County correspondence relating to invoice discrepancies shall be sent by email, followed by hard copy, directly to County's Project Manager with a copy to County's Project Director at the addresses specified in Exhibit E (County Administration).

9.2 DELIVERY OF SYSTEM SOFTWARE

It is in the intent of the parties that if any System Software or Documentation provided by Contractor under this Agreement, including any product of OM&S Services and any Optional Work, is delivered to County, such System Software and Documentation shall be delivered (i) in an electronic format (e.g., via electronic mail or internet download) or (ii) personally by Contractor staff who shall load such System Software and Documentation onto County's hardware, but who will retain possession of all originals and copies of such tangible media (e.g., CD-ROM, magnetic tape, printed manuals) used to deliver the System Software and Documentation to County.

Any System Software and Documentation that is provided or delivered by Contractor to County in a tangible format shall be F.O.B. Destination. The Contract Sum shown in Paragraph 8.1 (Maximum Contract Sum) includes all amounts necessary for County to reimburse Contractor for all transportation and related insurance charges, if any, on System Software Components and Documentation procured by County from Contractor pursuant to this Agreement. All transportation and related insurance charges, if any, shall be paid directly by Contractor to the applicable carrier. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such transportation and related insurance charges.

9.3 SALES/USE TAX

The Contract Sum shown in Paragraph 8 (Contract Sum) shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all Solution components and other Work provided by Contractor to County pursuant to or otherwise due as a result of this Agreement, including, but not limited to, any product of Solution Implementation, OM&S Services and any Optional Work, to the extent applicable. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority.

Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such California and other state and local sales/use taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Agreement and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

9.4 PAYMENTS

Provided that Contractor is not in default under any provision of this Agreement, County will pay all invoice amounts to Contractor within thirty days of receipt of invoices that have not been disputed in accordance with Paragraph 9.1.4 (Invoice Discrepancies) above. County's failure to pay within the thirty day period, however, shall not be deemed as automatic invoice approval or Acceptance by County of any deliverable for which payment is sought, nor shall it entitle Contractor to impose an interest or other penalty on any late payment.

9.5 COUNTY'S RIGHT TO WITHHOLD PAYMENT

Notwithstanding any other provision of this Agreement, and in addition to any rights of County given by law or provided in this Agreement, County may upon written notice to

Contractor withhold payment for any deliverable while Contractor, with no fault of County, is in default hereunder or default related to Work.

9.6 HOLDBACK

County shall withhold an amount equal to ten percent (10%) of each Deliverable invoice submitted by Contractor under this Agreement (Holdback) and approved by County pursuant to Paragraph 5.4 (Approval of Work), for all Work including Solution Implementation, as further specified in Exhibit B (Pricing Schedule) as may be amended from time to time.

The cumulative amount of such Holdbacks shall be due and payable to Contractor upon Final Acceptance, subject to adjustment for any amounts arising under this Agreement owed to County by Contractor, including, but not limited to, any amounts arising from Paragraphs 9.1.4 (Invoice Discrepancies), 9.5 (County's Right to Withhold Payment) and any partial termination of any Task, Subtask or Deliverable set forth in Exhibit A (Statement of Work) as provided herein.

9.7 <u>DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS</u> TRANSFER

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

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

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

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

10 OWNERSHIP AND LICENSE

10.1 SOLUTION OWNERSHIP

10.1.1 Solution Environment

Contractor acknowledges that County or the rightful owner owns all Solution Environment components, including Livescan Equipment, Solution Hardware, and all software provided by County; with Contractor or the rightful owner retaining ownership of all Solution Environment components provided by Contractor, as further specified in Attachment A.14 (Hardware and Software Delivery List and Specification Sheet) to Exhibit A (Statement of Work).

10.1.2 Application Software

All Application Software provided by Contractor to County pursuant to this Agreement, including Licensed Software and Application Modifications, and related Documentation, 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 to County pursuant to Paragraph 10.2 (License) below.

10.1.3 Solution Data

All Solution data that is provided or made accessible by County to Contractor, is generated by the Solution or is the product of the Solution provided by Contractor hereunder is and shall remain the property of County.

10.1.4 Work Product

Contractor or the rightful owner shall remain the sole owner of Contractor's Application Software and all derivative works therein (hereinafter collectively "Work Product"). Work Product does not include any County Materials whether previously owned by County or designed or developed by Contractor for County.

10.2 LICENSE

10.2.1 License Grant

Subject to the provisions of Paragraph 10.1 (Solution Ownership), Contractor hereby grants to County a perpetual, irrevocable, non-exclusive license to use the System Software and Work Product, including any related Documentation (hereinafter "License"), by all Users in accordance with the scope set forth in Paragraph 10.2.3 (Scope of License) and subject to the restrictions set forth in Paragraph 10.2.4 (License Restrictions) for the period specified in Paragraph 10.2.2 (License Term). Notwithstanding the foregoing, upon mutual agreement of the parties, County may obtain its own license for any Third-Party Software that may be provided by Contractor as part of the System Environment, the term and scope of which shall be subject to the terms of County's agreement with the provider of such Third-Party Software.

10.2.2 License Term

The License granted under this Agreement shall commence upon the earlier of County's access of any Solution Software component or the Effective Date and shall continue in perpetuity and without regard to the end of the Term of this Agreement, unless otherwise specified herein.

10.2.3 Scope of License

The License granted by Contractor under this Agreement provides County and Participating Agencies with the following rights:

- (1) To use, access, install, integrate with other software, operate and execute the Solution Software in the System Environment on an unlimited number of computers, servers, mobile devices, work stations, local area networks and wide area networks, including web connections, by an unlimited number of Users in the conduct of the business of County or any Participating Agency as provided in this Agreement;
- (2) To use, modify, copy and display the Documentation, including but not limited to the Solution and User manuals and any other specifications or documentation provided or made accessible by Contractor to County and Participating Agencies, as necessary or

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- appropriate for County and Participating Agencies to enjoy and exercise fully the rights granted under this Agreement and the License granted hereunder;
- (3) To permit third party access to any Solution components and Documentation, including Solution Software, or any part thereof, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License, including for the provision of OM&S Services including Software Updates, Application Modifications, Professional Services and other business use or support of the Solution Software as contemplated by this Agreement; provided, however, without limiting County's and Participating Agencies' rights under this Paragraph 10.2.4(4) (License Restrictions), County covenants and agrees that it shall not exercise any of the rights contained in this Paragraph 10.2.4(4) (License Restrictions) unless and until the occurrence of any one of the Release Conditions; and
- (4) Pursuant to Paragraph 52 (Assignment by County), to reproduce and use a reasonable number of copies of the Solution Software provided by Contractor: (i) by County, Participating Agencies and permitted assignees, for archive and backup purposes; and (ii) by County and Participating Agencies, for use by permitted assignees so long as all copies of the Solution Software contain the proprietary notices appearing on the copies initially furnished to County by Contractor.

10.2.4 License Restrictions

County acknowledges and agrees (i) that the System Software provided by Contractor to County under this Agreement, including related Documentation, is the confidential and copyrighted property of Contractor, or its licensors, and all rights therein not expressly granted to County are reserved to Contractor, or its licensors, as applicable; and (ii) that Contractor, or its licensors, shall retain all proprietary rights in and to the foregoing. Subsequently, the License to the System Software provided by Contractor hereunder is limited by the restrictions set forth in this Paragraph 10.2.4 (License Restrictions). Accordingly, County will not:

- 1. Reverse engineer, disassemble or decompile the Application Software provided by Contractor;
- 2. Transfer, sublicense, rent, lease, convey or assign (unless resulting from an Agreement assignment under Paragraph 52 (Assignment by County)) the System Software provided by Contractor;
- 3. Copy or reproduce the System Software provided by Contractor in any way except as reasonably necessary for backup, archival or business continuity purposes and as specified in Paragraph 10.2.3(3) (Scope of License);
- 4. Use the System Software provided by Contractor on a timesharing, service bureau, subscription service or rental basis for any third party; or
- 5. Remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on, or during the use of, the System Software provided by Contractor.

11 SYSTEM ACCEPTANCE

11.1 ACCEPTANCE TESTS

Contractor, with County's assistance where applicable, shall conduct all Acceptance Tests specified in Exhibit A (Statement of Work) to ensure the Solution's compliance with the requirements set forth in this Agreement, including but not limited to Exhibit A (Statement of Work), Attachment A.2 (Solution Requirements) and Exhibit C (Service Level Agreement) including all Schedules and Attachments thereto. Such Acceptance Tests shall test, among others, the System's functionality, integration and interfacing, volume endurance and user acceptance. An Acceptance Test shall be completed and ready for payment when Contractor provides to County results of a successful completion of such Acceptance Test and County approves the Acceptance Test in writing.

11.2 PRODUCTION USE

The Solution shall achieve Go-Live for a Project Phase and shall be ready for Production Use when County's Project Director, or his/her designee, approves in writing all Acceptance Tests under Exhibit A (Statement of Work) leading to such Go Live. Contractor's obligations to provide OM&S, as specified in this Agreement, shall commence upon Go Live for each Phase.

11.3 FINAL ACCEPTANCE

The Solution shall achieve Final Acceptance when County's Project Director, or his/her designee, approves in writing the Solution Implementation under Exhibit A (Statement of Work) for all Phases of the Project. In the event the Solution fails to successfully achieve Final Acceptance in accordance with the Project Schedule, Contractor shall provide to County for a diagnosis of the Deficiencies and proposed solution(s) for County's approval and submit the Solution to County for re-testing as required under Exhibit A (Statement of Work). County and Contractor shall agree upon any and all such proposed solutions prior to their implementation.

11.4 FAILED TESTING

11.4.1 If County's Project Director makes a good faith determination at any time an Acceptance Test that the Solution as a whole, or any component thereof, has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Paragraph 11.4 (Failed Testing) as "Designated Test"), County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the solution component or the solution failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the Solution component or the Solution as will permit the Solution component or the Solution to be ready for retesting. Contractor shall notify County's Project Director in writing when such corrections, repairs and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, County's Project Director makes a good faith determination that the Solution component or the Solution again fails to pass the applicable Designated Test, County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the Solution component or the Solution failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the

solution component or the solution as will permit the Solution component or the System to be ready for retesting.

- 11.4.2 Such procedure shall continue, subject to County's rights under Paragraph 8.2.3 (Termination), in the event Contractor fails to timely complete any Deliverable identified as a milestone, until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test or (ii) that County has concluded that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Agreement in accordance with Paragraph 20 (Termination for Default) on the basis of such non-curable default. In the event Contractor, using good faith effort, is unable to cure a deficiency by re-performance after two (2) attempts, county and contractor will work together to agree on a mutually acceptable resolution, provided that if County and Contractor cannot agree on a resolution, County may terminate this Agreement for default pursuant to Paragraph 20 (Termination for Default).
- Such a termination for default by County shall be either, as determined by County in its sole judgment: (i) a termination with respect to one or more of the components of the Solution; or (ii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance or desirability to County of the Solution as a whole, the entire Agreement. In the event of a termination under this Paragraph 11.4 (Failed Testing), County shall have the right to receive from Contractor reimbursement of all payments made to Contractor by County under this Agreement for the Solution component(s) and related Deliverables as to which the termination applies or if the entire Agreement is terminated, all amounts paid by County to Contractor under this Agreement. If the termination applies only to one or more Solution component(s), at County's sole option, any reimbursement due to it may be credited against other sums due and payable by County to Contractor. The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Agreement or by law.

11.5 SYSTEM USE

Subject to County's obligations of Acceptance set forth in Exhibit A (Statement of Work) and this Agreement, following the Solution implementation by Contractor and prior to Final Acceptance by County, County shall have the right to use, in a Production Use mode, any completed portion of the System, without any additional cost to County where County determines that it is necessary for County's operations. Such Production Use shall not restrict Contractor's performance under this Agreement and shall not be deemed Final Acceptance of the Solution.

12 REPRESENTATIONS AND WARRANTIES

12.1 GENERAL WARRANTIES

Contractor represents, warrants, covenants and agrees that throughout the Term of this Agreement:

1. Contractor shall comply with the description 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) set forth in this

Agreement, including Exhibit A (Statement of Work), including all Attachments thereto and Solution Requirements.

- 2. Unless specified otherwise herein, the Solution shall be free from material Deficiencies.
- 3. The OM&S Service Levels shall not degrade during the Term of this Agreement.
- 4. Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the Solution or any 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 or any Participating Agency's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the Solution or any component to County or any Participating Agency or User or which could alter, destroy, or inhibit the use of the System or any component, or the data contained therein (collectively referred to as "Disabling Device(s)"), which could block access to or prevent the use of the Solution or any component by County, Participating Agencies or Users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any Solution component provided to County under this Agreement, nor shall Contractor knowingly permit any subsequently delivered or provided Solution component to contain any Disabling Device.

In addition, Contractor shall prevent viruses from being incorporated or introduced into the Solution or updates or enhancements thereto prior to the installation onto the Solution and shall prevent any viruses from being incorporated or introduced in the process of Contractor's performance of on-line support.

12.2 STANDARD OF SERVICES

Contractor's Services and other Work required by this Agreement shall, during the Term of this Agreement, conform to reasonable commercial standards as they exist in Contractor's profession or field of practice. If Contractor's Services or other Work provided under this Agreement fail to conform to such standards, upon notice from County specifying the failure of performance, Contractor shall, at Contractor's sole expense, provide the applicable remedy as specified in this Agreement, including Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement). Contractor shall, at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor or malfunctions of the Solution or by any other tools introduced by Contractor into the Solution for the purpose of performing Services or other Work under this Agreement or otherwise.

12.3 <u>SYSTEM WARRANTIES AND PROBLEM RESOLUTION</u>

Contractor hereby warrants to County that the Solution shall be free from any and all Deficiencies commencing from Production Use of the System through the Term of this Agreement. All Deficiencies reported or discovered shall be corrected in accordance with Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) to this Agreement, and shall be at no cost to County beyond the payment of the applicable Maintenance Fees under this Agreement.

Contractor also represents, warrants, covenants and agrees that throughout the Term of this Agreement:

- 1. All Solution components shall be compatible with each other and, to the extent applicable or required, shall interface with each other; and the Solution components, when taken together, shall be capable of delivering all of the functionality as set forth in this Agreement.
- 2. Any Solution enhancements or upgrades shall be backward compatible with any County's standard browser(s) and operating system version(s) operated on County workstations.
- 3. The Solution, including the System and the Equipment, shall be capable of delivering all of the functionality and meeting all requirements as set forth in this Agreement, including the Solution Requirements, Security Requirements and the Specifications.
- 4. The Solution shall meet the Solution Performance Requirements within Contractor's control, including but not limited to those relating to Response Time and Solution Availability, as further specified in Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement). All Solution Performance Deficiencies, for the purpose of determining the applicable Deficiency Resolution Time and County remedies, including Service Credits, shall be deemed Severity Level 1 or Severity Level 2, as determined by County's Project Director or designee.

12.4 CONTINUOUS PRODUCT SUPPORT

- 12.4.1 In the event that Contractor replaces any or all components of the Application Software with other software modules or components (hereinafter "Replacement Product") during the Term of this Agreement in order to fulfill its obligations under this Agreement and to meet the Solution Requirements, then the License shall be deemed to automatically include such Replacement Product without cost or penalty to County even if such Replacement Product contains greater functionality than the Application Software it replaced. If required by County, Contractor shall provide the necessary training to County and Participating Agencies personnel to utilize the Replacement Product at no cost to County.
- 12.4.2 In the event any or all components of the Application Software are migrated to the Replacement Product as a result of an acquisition, sale, assignment, transfer or other change in control of Contractor, then any assignee or successor, by taking benefit (including, without limitation, acceptance of any payment under this Agreement), shall be deemed to have ratified this Agreement, subject to the requirements of Paragraph 19 (Assignment and Delegation/Mergers or Acquisitions). All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product.
- 12.4.3 The following terms and conditions shall apply if County elects to transfer the License to a Replacement Product:
 - 1. Contractor, or its assignee or successor, shall, at no cost to County or Participating Agencies, implement the Replacement Product in the Solution Environment, convert and migrate all of the Solution data from the Application Software format to the Replacement Product format to ensure Production Use of such Replacement Product;
 - 2. Any prepaid Service Fees for the Solution shall transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the prepaid amount is greater than the Replacement Product's maintenance and support fees for the same term, the credit balance shall be applied to future Maintenance Fees or returned to County, at County's option;

- 3. Any and all modules offered separately and needed to match the original Application Software's level of functionality shall be supplied by Contractor, or its assignee or successor, without additional cost or penalty, and shall not affect the calculation of any annual fees;
- 4. Contractor shall provide to County and Participating Agencies the necessary training for purposes of learning the Replacement Product. Such training shall be provided at no cost to County or Participating Agencies;
- 5. All License terms and conditions, at a minimum, shall remain as granted herein with no additional fees imposed on County or Participating Agencies; and
- 6. The definition of Application Software shall include the Replacement Product.

12.5 WARRANTY PASS-THROUGH

Contractor shall assign to County to the fullest extent permitted by law or by this Agreement, any applicable warranty or indemnity offered by any manufacturer of any Solution component or any other Solution product or service provided hereunder, and shall otherwise ensure that the benefits of any applicable warranty or indemnity shall fully extend to and be enjoyed by County.

12.6 REMEDIES

County's remedies under this Agreement for the breach of the warranties set forth in this Agreement, including Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement), shall include the repair or replacement by Contractor, at its own expense, of the non-conforming Solution components, any other remedies set forth in Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement), including assessment of Service Credits and any other corrective measures specified in such Exhibit A (Statement of Work), Exhibit C (Service Level Agreement), and this Agreement.

12.7 BREACH OF WARRANTY OBLIGATIONS

Failure by Contractor to timely perform its obligations set forth in this Paragraph 12 (Representations and Warranties) shall constitute a material breach, upon which, in addition to County's other rights and remedies set forth herein, County may, after written notice to Contractor and provision of a reasonable cure period, terminate this Agreement in accordance with Paragraph 20 (Termination for Default).

13 INDEMNIFICATION

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its Special Districts, Participating Agencies and their elected and appointed officers, employees, agents and volunteers (hereinafter "County Indemnities"") from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from or relating to this Agreement, except for such loss or damages arising from the sole negligence or willful misconduct of County Indemnities'.

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13 (Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

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14 INSURANCE

14.1 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County and Participating Agencies, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 14 (Insurance). These minimum insurance coverage terms, types and limits ("Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

14.2 EVIDENCE OF COVERAGE AND NOTICE

- 14.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured Endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability Policy, shall be delivered to County at the address shown below and provided prior to commencing Services under this Agreement.
- 14.2.2 Renewal Certificates shall be provided to County not less than ten days after renewal of Contractor's policy. County reserves the right to obtain copies of relevant sections of any required Contractor and/or subcontractor insurance policies at any time.
- 14.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement 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 Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars, and list any County required endorsement forms.
- 14.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to County's Project Director at the address specified in Exhibit E (County 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 Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

14.3 <u>ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE</u>

The County of Los Angeles, its Special Districts, Participating Agencies and their Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with

respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County .The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

14.3.1 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 not less than ten days in advance of cancellation for non-payment of premium and thirty 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 Agreement, in the sole discretion of County, upon which County may suspend or terminate this Agreement.

14.3.2 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.

14.3.3 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all 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.

14.3.4 Waivers of Subrogation

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

14.3.5 Subcontractor Insurance Coverage Requirements

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

14.3.6 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration

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and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

14.3.7 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 Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Agreement expiration, termination or cancellation.

14.3.8 Application of Excess Liability Coverage

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

14.3.9 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.

14.3.10 Alternative Risk Financing Programs

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

14.3.11 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.

14.4 INSURANCE COVERAGE REQUIREMENTS

14.4.1 Commercial General Liability Insurance

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

14.4.2 Automobile Liability Insurance

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

14.4.3 Workers' Compensation and Employers' Insurance

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

14.4.4 Professional Liability/Errors and Omissions Insurance

Professional Liability/Errors and Omissions insurance covering Contractor's liability arising from or related to this Agreement, 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 years following this Agreement's expiration, termination or cancellation.

14.4.5 Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property, Contractor's property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

14.4.6 Technology Errors and Omissions

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include: (1) systems analysis, (2) systems programming, (3) data processing, (4) systems integration, (5) outsourcing including outsourcing development and design, (6) systems design, consulting, development and modification, (7) training services relating to computer software or hardware, (8) management, repair and maintenance of computer products, networks and systems, (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, and (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by Contractor, with limits of \$10 million.

14.4.7 Privacy/Network Security (Cyber) Insurance

Privacy/Network Security ("Cyber") liability coverage providing protection against liability for: (1) privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs), (2) system breach, (3) denial or loss of service, (4) introduction, implantation or spread of malicious software code, and (5) unauthorized access to or use of computer systems, with limits of \$10 million. No exclusions/restrictions for unencrypted portable devices/media may be on the policy. The County of Los Angeles, its Special Districts, Participating Agencies, and their Elected Officials, Officers, Agents,

Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status.

14.5 FAILURE TO MAINTAIN COVERAGE OR PERFORMANCE SECURITY

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance or failure to maintain performance security acceptable to County shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from such breach. Alternatively, County may purchase the required insurance coverage and, without further notice to Contractor, deduct from sums due to Contractor any premium costs advanced by County for such insurance.

15 INTELLECTUAL PROPERTY WARRANTY AND INDEMNIFICATION

- 15.1 Contractor represents and warrants: (i) that Contractor has the full power and authority to grant the License, ownership and all other rights granted by this Agreement to County and Participating Agencies; (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 and Participating Agencies are entitled to use the Solution without interruption, subject only to County's obligation to make the required payments and observe the License terms under this Agreement; (iv) that this Agreement and the Solution 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 Agreement, Contractor shall not subordinate this Agreement 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 and Participating Agencies' use of the Solution (or any part thereof) in accordance with this Agreement; and (vi) that neither the performance of this Agreement by Contractor, nor the License to or ownership by, and use by, County, Participating Agencies and their Users of the Solution in accordance with this Agreement will in any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information or other rights of any third party.
- Notwithstanding any provision to the contrary, whether expressly or by implication, 15.2 Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, Participating Agencies and their elected and appointed officers, employees, agents and volunteers (collectively referred to for purposes of this Paragraph 15 as "County") from and against any and all liability, including but not limited to demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) arising from any alleged or actual infringement of any third party's patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Agreement and/or the operation and use of the System (collectively referred to for purposes of this Paragraph 15 as "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 15.2 shall be conducted by Contractor and performed by counsel selected by Contractor. County will provide Contractor with information, reasonable assistance and authority to defend or settle the claim. Notwithstanding the foregoing, County and Participating Agencies shall have the right to participate in any such defense at their sole cost and expense.

- County will notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice by County, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Solution or affected component(s) thereof, or part(s) thereof, to the same extent of County's and Participating Agencies' License or ownership rights under this Agreement; or (ii) to the extent procuring such right to use the Solution is not commercially reasonable, replace or modify the Solution or any component(s) thereof with another software or component(s) thereof of at least equivalent quality and performance capabilities, as mutually determined by County and Contractor until the Solution and all components thereof become non-infringing, non-misappropriating and non-disclosing (hereinafter collectively for the purpose of this Paragraph 15.3 "Remedial Act(s)").
- 15.4 Failure by Contractor to provide and complete the Remedial Acts described in Paragraph 15.3 above shall constitute a material breach of this Agreement, upon which County shall be entitled to terminate this Agreement for default pursuant to Paragraph 20 (Termination for Default).

16 PROPRIETARY CONSIDERATIONS

16.1 COUNTY MATERIALS

Contractor agrees that County or Participating Agency, as applicable, shall own all rights, title and interest, including all copyrights, patent rights, trade secret rights and other proprietary rights therein, in and to all information, data, plans, schedules including Project Plan and Project Schedule, departmental procedures and processes, algorithms, diagrams, reports, working papers, documents, training materials, records and any other information or work products originated or created solely for County or Participating Agency, as applicable, through Contractor's work pursuant to this Agreement and any County or Participating Agency data whether provided by County or Participating Agency or otherwise accessible or generated by Contractor or the Solution, excluding the Work Product and Licensed Software provided by Contractor and related Documentation (collectively "County Materials"). Contractor, therefore, hereby assigns and transfers to County all of Contractor's right, title and interest in and to all such County Materials, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor.

During and for a minimum of five (5) years subsequent to the term of this Agreement, Contractor shall retain all of Contractor's working papers prepared under this Agreement, including to the extent necessary the County Materials. County shall have the right to inspect any and all such working papers, make copies thereof and use the working papers and the information contained therein.

Contractor shall protect the security of and keep confidential all County Materials and shall use whatever security measures are reasonably necessary to protect all such County Materials from loss or damage by any cause, including fire and theft.

16.2 TRANSFER TO COUNTY

Upon request of County, Contractor shall execute all documents requested by County and shall perform all other reasonable acts requested by County to assign and transfer to, and vest in, County or any Participating Agency, as applicable, all Contractor's right, title and interest in and to the County Materials, including, but not limited to, all copyright, patent and trade secret rights. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. All material expense of effecting such assignment and transfer of

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rights will be borne by County. Further, County and Participating Agencies 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 and patents, in and to the County Materials.

16.3 PROPRIETARY AND CONFIDENTIAL

Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL", if applicable.

Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

- 1. Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by any State or Federal law or order of court; or
- 2. Any Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

17 DISCLOSURE OF AGREEMENT

17.1 DISCLOSURE

Contractor shall not disclose any terms or conditions of, or any circumstances or events that occur during the performance of, this Agreement 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 and Participating Agencies 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 identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Agreement under the following conditions:

- 1. Contractor shall develop all publicity material in a professional manner.
- 2. During the Term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director 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 Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 17 (Disclosure of Agreement) shall apply.

17.2 REQUIRED DISCLOSURE

Notwithstanding any other provision of this Agreement, either party may disclose information about the other that: (i) is lawfully in the public domain at the time of disclosure; (ii) is disclosed with the prior written approval of the party to which such information pertains; or (iii) is required by law to be disclosed.

18 CONFIDENTIALITY AND SECURITY

18.1 CONFIDENTIALITY

18.1.1 Confidential Information

Each party shall protect, secure and keep confidential all records, materials, documents, data and/or other information, including, but not limited to, billing and sensitive financial information, County records, data and information, County materials, Solution data, Work Product, Application Software, personally identifiable and health information, and any other data, records and information, received, obtained and/or produced under the provisions of this Agreement (hereinafter "Confidential Information"), in accordance with the terms of this Agreement and all applicable Federal, State or local laws, regulations, ordinances and publicly available guidelines and directives relating to confidentiality. As used in this Agreement, the term "Confidential Information" shall also include records, materials, data and information deemed confidential by County or the applicable law under Paragraph 3.5 (Rules and Regulations). Each party shall use whatever appropriate security measures are necessary to protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including but not limited to fire and theft.

Contractor shall inform all of its officers, employees, agents and subcontractors providing Work hereunder of the confidentiality provisions of this Agreement. Contractor shall ensure that all of its officers, employees, agents and subcontractors performing Work hereunder have entered into confidentiality agreements no less protective of County than the terms of this Agreement, including this Paragraph 18 (Confidentiality and Security) and Exhibit G (Confidentiality and Assignment Agreement). Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses any of County's Confidential Information.

18.1.2 Disclosure of Information

With respect to any of County's or any Participating Agency's Confidential Information or any other records, materials, data or information that is obtained by Contractor (hereinafter collectively for the purpose of this Paragraph 18.1.2 "information"), Contractor shall: (i) not use any such information for any purpose whatsoever other than carrying out the express terms of this Agreement; (ii) promptly transmit to County all requests for disclosure of any such information; (iii) not disclose, except as otherwise specifically permitted by this Agreement, any such information to any person or organization other than County without County's prior written authorization that the information is releasable; and (iv) at the expiration or termination of this Agreement, return all such information to County or maintain such information according to the written procedures provided or made available to Contractor by County for this purpose.

18.1.3 Indemnification

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, Participating Agencies and their its officers, employees, agents and volunteers from and against any and all loss, damage, liability and expense, including, but not limited to, defense costs and reasonable legal, accounting and other expert, consulting or professional fees, arising from, connected with or related to any failure by Contractor, its officers, employees, agents or subcontractors to comply with this Paragraph 18 (Confidentiality and Security), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 18 (Confidentiality and Security) 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.

18.2 SECURITY

18.2.1 System Security

Notwithstanding anything to the contrary herein, Contractor shall provide all Work utilizing security technologies and techniques in accordance with the industry standards, Contractor's best practices and applicable County security policies, procedures and requirements provided by County to Contractor in writing as part of the RFP, this Agreement or otherwise as required by law, including those 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 the Solution, as further specified in this Agreement and Schedule C.1 (Information Security Requirements) to Exhibit C (Service Level Agreement). 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.

18.2.2 Solution Data Security

Contractor hereby acknowledges the right of privacy of all persons whose information is stored in the Solution data or any other County data. Contractor shall protect, secure and keep confidential all Solution data in compliance with all Federal, State and local laws, rules, regulations, ordinances, guidelines and directives relating to confidentiality and information security, and Schedule C.1 (Information Security Requirements) to Exhibit C (Service Level Agreement), including any breach of the security of the Solution, such as any unauthorized acquisition of Solution data that compromises the security, confidentiality or integrity of personally identifiable information. Further, Contractor shall take all reasonable actions necessary or advisable to protect all Solution 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, and the content, method and timing of such notification shall be subject to the prior approval of County's Project Director. Contractor shall not use Solution data for any purpose or reason other than to fulfill its obligations under this Agreement.

18.3 PROTECTION OF ELECTRONIC COUNTY INFORMATION – DATA ENCRYPTION

Contractor that electronically transmits or stores Personal Information (hereinafter "PI"), Protected Health Information (hereinafter "PHI") and/or Medical Information (hereinafter "MI") shall comply with the encryption standards set forth below and incorporated into this Agreement and all Amendments thereto (collectively, the "Encryption Standards"), as required by the Board of Supervisors Policy Number 5.200 (hereinafter "Policy"). For purposes of this Paragraph 18.3, "PI" is defined in California Civil Code Section 1798.29(g); "PHI" is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations; and "MI" is defined in California Civil Code Section 56.05(j).

18.3.1 Encryption Standards – Stored Data

Contractor's and subcontractors' workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (e.g. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

Contractor's and subcontractors' use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI shall be subject to written pre-approval by the County's Chief Executive Office.

18.3.2 Encryption Standards – Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

18.3.3 Definition References

- 1. As used in this Policy, the phrase "Personal Information" shall have the same meaning as set forth in subdivision (g) of California Civil Code section 1798.29.
- 2. As used in this Policy, the phrase "Protected Health Information" shall have the same meaning as set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations.
- 3. As used in this Policy, the phrase "Medical Information" shall have the same meaning as set forth in subdivision (j) of California Civil Code section 56.05.

18.3.4 Compliance

By executing this Agreement, Contractor (on behalf of itself and any and all subcontractors including County-approved Subcontractors) certifies its compliance with the Policy and the data encryptions requirements specified in this Paragraph 18.3 (Protection of Electronic County Information – Data Encryption) as of the Effective Date of this Agreement, during the Term of this Agreement and for as long as Contractor (or any of its subcontractors) is in

possession of County PI, PHI and/or MI. Such certification shall be evidenced by submission of a completed and signed form set forth in Schedule C.2 (Compliance with Encryption Requirements) to Exhibit C (Service Level Agreement), prior to being awarded this Agreement by the County Board of Supervisors. In addition to the foregoing, Contractor shall maintain any validation or attestation reports that its or its County-approved Subcontractors' data encryption product(s) generate, and such reports shall be subject to audit in accordance with this Agreement. County requires that, if non-compliant, Contractor develop and execute a corrective action plan. Failure on the part of Contractor to comply with any of the provisions of this Paragraph 18.3 (Protection of Electronic County Information – Data Encryption) shall constitute a material breach of this Agreement, upon which County may terminate or suspend this Agreement, deny Contractor access to County IT resources and/or take such other actions as deemed necessary or appropriate by County.

18.3.5 No Policy Exceptions

There are no exceptions to this Policy, except as expressly approved by the County Board of Supervisors.

18.4 REMEDIES

Contractor acknowledges that a breach by Contractor of this Paragraph 18 (Confidentiality and Security) 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 18 (Confidentiality and Security) and at law and in equity, County shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 18 (Confidentiality and Security). The provisions of this Paragraph 18 (Confidentiality and Security) shall survive the expiration of termination of this Agreement.

Contractor shall take all reasonable actions necessary or advisable to protect the Solution from loss or damage by any cause. Contractor shall bear the full risk of loss or damage to the Solution and any Solution data by any cause other than resulting from force majeure or County's sole fault.

19 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

Contractor shall not assign its rights and/or delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of County, and any attempted assignment and/or delegation without such consent shall be null and void. County may exercise or withhold consent in its sole discretion. No assignment and/or delegation shall be effective unless and until there is a duly-executed, written amendment to this Agreement. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against County.

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

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 written approval shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

20 TERMINATION FOR DEFAULT

- County may, by written notice to Contractor, terminate the whole or any part of this Agreement if:
 - 1. Contractor fails to timely provide and/or satisfactorily perform any task, subtask, deliverable, goods, service or other Work within the times specified in this Agreement, including the finalized Project Plan or Project Schedule; or
 - 2. Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Agreement; or
 - 3. Contractor fails to make progress as to endanger performance of this Agreement in accordance with its terms; or
 - 4. Contractor in performance of Work under this Agreement fails to comply with the requirements of this Agreement, including but not limited to Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement); or
 - 5. Contractor fails to perform or comply with any other provisions of this Agreement or materially breaches this Agreement; and, unless a shorter cure period is expressly provided in this Agreement, does not cure such failure or fails to correct such failure or breach within thirty 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.
- If, after County has given notice of termination under the provisions of this Paragraph 20 (Termination For Default), it is determined by County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 21 (Termination for Convenience).
- 20.3 The rights and remedies of County provided in this Paragraph 20 (Termination For Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21 TERMINATION FOR CONVENIENCE

This Agreement may be terminated, in whole or in part, permanently or from time to time, when such action is deemed by County to be in its best interest. Termination of Work hereunder shall be effected by written notice of termination to Contractor specifying the

extent to which performance of work is terminated and the date upon which such termination becomes effective, which shall be no less than thirty calendar days after the notice is sent. In the event County has purported to terminate this Agreement for default by notice pursuant to Paragraph 20 (Termination for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such determination.

After receipt of a notice of termination, Contractor shall submit to County, in the form and with any certifications as may be prescribed by County, Contractor's termination claim and invoice. Such claim and invoice shall be submitted promptly in accordance with Paragraph 24 (Effect of Termination).

22 TERMINATION FOR IMPROPER CONSIDERATION

- County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, Amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County's Auditor-Controller Employee Fraud Hotline at (213) 974 0914 or (800) 544 6861.
- Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

23 TERMINATION FOR INSOLVENCY

- County may terminate this Agreement, by written notice to Contractor, immediately at any time upon the occurrence of any of the following:
 - 1. <u>Insolvency of Contractor</u>. Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County;
 - 2. The filing of a voluntary or involuntary petition to have Contractor declared bankrupt, where the involuntary petition is not dismissed within sixty days;
 - 3. The appointment of a receiver or trustee for Contractor; or
 - 4. The execution by Contractor of an assignment for the benefit of creditors.
- 23.2 The rights and remedies of County provided in this Paragraph 23 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under this Agreement including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the Application Software and related Documentation, and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.

24 EFFECT OF TERMINATION

24.1 TERMINATION BY COUNTY

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

- 1. Contractor and County shall continue the performance of this Agreement to the extent not terminated;
- 2. Contractor shall stop Work under this Agreement on the date and to the extent specified in such notice and provide to County all completed Work and Work in progress, in a media reasonably requested by County;
- 3. Contractor shall (a) promptly return to County any and all County's and Participating Agencies' Confidential Information, County Materials and any other County or Participating Agency data relating to that portion of the Agreement and Work terminated by County, and (b) destroy all such Confidential Information, County Materials and other County data as required in and in accordance with the provisions of Schedule C.1 (Information Security Requirements) to Exhibit C (Service Level Agreement);
- 4. County shall pay Contractor all monies due, upon receiving Contractor's invoice(s), in accordance with the terms of this Agreement only for the Work completed and accepted by County pursuant to Attachment A.1 (Deliverable Acceptance Process) to Exhibit A (Statement of Work). Contractor shall not invoice County for, nor have any claim against County for any Work in progress; up to the time of termination;
- 5. Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prorated prepaid Service Fees calculated depending on the date of termination, if applicable;
- 6. Upon termination by County for default pursuant to Paragraph 20 (Termination for Default) or for insolvency pursuant to Paragraph 23 (Termination for Insolvency), 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, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, Services and other work; and
- 7. Contractor understands and agrees that County and Participating Agencies have obligations that they cannot satisfy without use of the Solution provided to County hereunder or an equivalent solution, and that a failure to satisfy such obligations could result in irreparable damage to County, Participating Agencies and the entities they

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serve. Therefore, Contractor agrees that in the event of any termination of this Agreement, Contractor shall fully cooperate with County in the transition of County to a new solution, toward the end that there be no interruption of County's or Participating Agencies' day-to-day operations due to the unavailability of the Solution during such transition. Upon written notice to Contractor, Contractor shall allow County, Participating Agencies, or a County-selected contractor a transition period, the length of which shall be determined solely by the County, in consultation with County's selected contractor, for the orderly turnover of Contractor's Agreement activities and responsibilities, without additional cost to County or Participating Agencies.

24.2 TERMINATION TRANSITION SERVICES

Contractor shall assist the County and Participating Agencies in transitioning from the Solution by providing Transition Services, as provided below.

- 24.2.1 Upon the expiration or termination of this Agreement, County may require Contractor to provide Services in the form of Optional Work to assist County to transition System operations from Contractor to County or County's designated third party ("Transition Services"). Upon County's request for Transition Services where termination is not pursuant to any breach of Contractor or for insolvency of Contractor, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services.
- 24.2.2 Contractor agrees that in the event that County terminates this Agreement for any breach by Contractor or for insolvency of Contractor, Contractor shall perform all Transition Services as required by County and/or Participating Agencies at no cost to County or such Participating Agency. Contractor shall provide County with all of the Transition Services as provided in this Paragraph 24.2 (Termination Transition Services).
- 24.2.3 The duty of Contractor to provide such Transition Services shall be conditioned on County and Participating Agencies continuing to comply with its obligations under this Agreement, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance of such Transition Services on the basis of any alleged breach of this Agreement by County, other than a failure by County to timely pay Contractor the invoiced amounts due and payable hereunder.
- 24.2.4 County shall have the right to seek specific performance of this Paragraph 24.2 (Termination Transition Services) in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this 24.2 (Termination Transition Services) by either party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties. In the event of termination for default based on a breach by Contractor, the value of Transition Services provided to County, based on the most recent prices applicable under this Agreement to similar services, will be applied in mitigation of any damages that may be awarded.

25 INDEPENDENT CONTRACTOR STATUS

- This Agreement is not intended to, 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 are not and shall not be, or construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 25.2 Contractor shall be solely liable and responsible for providing all workers' compensation insurance and benefits, liability insurance, employer taxes, compensation and benefits to, or

on behalf of, all persons performing Work pursuant to this Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, payroll taxes, disability insurance or benefits, or Federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or performing Work on behalf of Contractor.

- 25.3 The employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.
- Notwithstanding the provisions of this Paragraph 25 (Independent Contractor Status), the employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

26 SUBCONTRACTING

- County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor, specifically, Contractor's Key Staff. The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by Contractor to subcontract any performance of this Agreement without prior approval shall be null and void and shall be deemed a material breach of this Agreement, upon which County may immediately terminate this Agreement.
- In the event Contractor subcontracts any portion of its performance of this Agreement by the Contractor's Key Staff, Contractor shall provide to County, in writing, a notice regarding such subcontract, which shall include:
 - 1. The reasons for the particular subcontract;
 - 2. Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;
 - 3. A detailed description of the Work to be provided by the proposed subcontractor;
 - 4. Confidentiality provisions applicable to the proposed subcontractor's officers, employees and agents, which would be incorporated into the subcontract;
 - 5. Required County forms including (i) Exhibit F (Contractor's EEO Certification), (ii) Exhibit G (Confidentiality and Assignment Agreement) (iii) Exhibit I (Safely Surrendered Baby Law), and (iii) any other standard County required provisions;
 - 6. A representation from Contractor that:
 - a. the proposed subcontractor is qualified to provide the Work for which subcontractor is being hired;
 - b. either the proposed subcontractor maintains the insurance required by this Agreement or Contractor has procured and maintains such insurance coverage for the proposed subcontractor;
 - c. either the proposed subcontractor or Contractor shall be solely liable and responsible for any and all of subcontractor's taxes, payments and compensation, including compensation to its employees, related to the performance of Work under this Agreement; and
 - d. either the proposed subcontractor or Contractor shall provide for indemnification of County under the same terms and conditions as the indemnification provisions

of this Agreement, including those specified in Paragraphs 13 (Indemnification) and 15 (Intellectual Property Warranty and Indemnification); and

- 7. Other pertinent information and/or certifications reasonably requested by County.
- 26.3 County will review Contractor's request to subcontract and determine on a case-by-case basis whether or not to consent to such request, which consent shall not be unreasonably withheld.
- Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, Participating Agencies and their officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any subcontractor, including, without limitation, any officers, employees or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees and agents, under this Agreement.
- Notwithstanding any other provision of this Paragraph 26 (Subcontracting), Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Agreement. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County or any Participating Agency. Furthermore, subcontracting of any Work under this Agreement shall not be construed to limit, in any way, Contractor's performance, obligations or responsibilities to County or limit, in any way, any of County's rights or remedies contained in this Agreement.
- Subcontracting of any Work performed by the Contractor's Key Staff under this Agreement shall not waive County's right to prior and continuing approval of any or all such Contractor's Key Staff pursuant to the provisions of Paragraph 3.2 (Approval of Contractor's Staff), including any subcontracted members of the Contractor's Key Staff. Contractor shall notify its subcontractors of this County's right prior to subcontractors commencing performance under this Agreement.
- Notwithstanding subcontracting by Contractor of any Work under this Agreement, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any Services performed by subcontractors under this Agreement.
- In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 26 (Subcontracting) or a blanket consent to any further subcontracting.

27 RISK OF LOSS

Contractor shall bear the full risk of loss due to total or partial destruction of any Software products loaded on CDs or other computer media, until such items are delivered to and accepted in writing by County as evidenced by County's signature on delivery documents.

28 MOST FAVORED PUBLIC ENTITY

28.1 If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide similar software, service levels, software models, components, goods or Services under similar delivery conditions to the State of California or any county, municipality or district of the State or to any other state, county or municipality at prices

below those set forth in this Agreement, then such lower prices shall be immediately extended to County. County shall have the right, at County's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 28 (Most Favored Public Entity) by review of Contractor's books and records.

29 RECORDS AND AUDITS

- 29.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. 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 records relating to this Agreement to the extent allowed by law. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor during the term of this Agreement and for a period of five years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, Contractor shall make the necessary arrangements at its own cost and expense to have such material made available to the County within County's borders.
- In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 29.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 29 (Records and Audits) shall constitute a breach of this Agreement upon which County may terminate or suspend this Agreement under the terms of Paragraph 20 (Termination for Default).
- If, at any time during the Term of this Agreement or within five years after the expiration or termination of this Agreement, representatives of County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to the 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 Agreement or otherwise. If such audit finds that the 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 Agreement exceed the funds appropriated by County for the purpose of this Agreement.

30 COUNTY'S QUALITY ASSURANCE PLAN

County, or its agent, will monitor Contractor's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Agreement terms and conditions. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the County's Board of Supervisors and listed in the appropriate

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Contractor performance database. The report to the Board will include improvements and/or corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures within thirty days of County's notice of Contractor deficiencies, County may, at its sole option, terminate this Agreement, in whole or in part, pursuant to Paragraph 20 (Termination for Default) or Paragraph 21 (Termination for Convenience), or impose other penalties as specified in this Agreement.

31 CONFLICT OF INTEREST

- No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreements shall be employed in any capacity by Contractor or have any other direct financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval or ongoing evaluation of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
- Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which do create an unlawful conflict of interest for Contractor. If a party hereafter becomes aware of any facts, which might reasonably be expected to create an unlawful conflict of interest for it, 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.

32 COMPLIANCE WITH APPLICABLE LAWS

- In the performance of this Agreement, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
- 32.2 Contractor shall indemnify, defend and hold harmless County, Participating Agencies and their elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 32 (Compliance With Applicable Laws) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with full and adequate defense, as determined by County in its sole judgment, County shall by entitled to retain its own counsel, including without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

- 32.3 Contractor certifies and agrees that it fully complies with all applicable requirements of the Program regulations, as well as rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law applicable to the Work and Contractor's County-approved Subcontractors' provision thereof. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code), the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) and compliance with Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Contractor shall be responsible for any relevant changes in the law, including but not limited to, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law. Contractor shall also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by County applicable to the Work and Contractor's County-approved Subcontractors' provision thereof for which Contractor is provided actual or constructive notice. County reserves the right to review Contractor's procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the Federal government, as applicable.
- Failure by Contractor to comply with such laws and regulations shall be material breach of this Agreement and may result in termination of this Agreement.

33 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its elected and appointed officers, and employees from any and all third party liability for, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising from acts engaged in by Contractor in violation of applicable wage and hour laws in the State of California and in the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable, provided that County: (i) promptly notifies Contractor in writing of the claim; and (ii) allows Contractor to control, and cooperate with Contractor in, the defense and any related settlement negotiations.

34 COMPLIANCE WITH CIVIL RIGHTS LAWS

- Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, that all persons employed by it, its affiliates, subsidiaries and holding companies will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- Contractor shall, pursuant to Los Angeles County Code Section 4.32, certify to and comply with the provisions of Exhibit D (Contractor's EEO Certification).
- Contractor shall ensure that applicants and employees are treated equally 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.
- Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, 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, except to the extent necessary to comply with applicable Federal and State anti-discrimination laws and regulations.
- Contractor herein certifies, and will re-certify upon County request no more frequently than once per year, that it, its affiliates, subsidiaries and holding companies are in compliance with all Federal, State, and local laws including, but not limited to:
 - 1. Title VII, Civil Rights Act of 1964;
 - 2. Section 504, Rehabilitation Act of 1973;
 - 3. Age Discrimination Act of 1975;
 - 4. Title IX, Education Amendments of 1973, as applicable; and
 - 5. Title 43, Part 17, Code of Federal Regulations, Subparts A & B,

and that no person shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, be subject to discrimination as to any privileges or uses gained under this Agreement or under any project, program or activity supported by this Agreement.

- Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 34 (Compliance With Civil Rights Laws) when so requested by County.
- 34.7 If County finds that any of the provisions of this Paragraph 34 (Compliance With Civil Rights Laws) have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement at County's option, either for material breach under Paragraph 20 (Termination for Default) of this Agreement or for convenience under Paragraph 21 (Termination for Convenience) of this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- The parties agree that in the event Contractor is found to have violated the anti-discrimination provisions of this Agreement, and that such discrimination was directly associated with the performance of Services provided under this Agreement, County may require, pursuant to Los Angeles County Code Section 4.32.010 (E), that Contractor pay the sum of Five hundred Dollars for each such violation, in lieu of termination or suspension hereof, as liquidated damages are extremely difficult to ascertain or calculate precisely. In the alternative, County may elect to terminate this Agreement pursuant to Paragraph 20 (Termination for Default).

35 RESTRICTIONS ON LOBBYING

35.1 FEDERAL FUNDS PROJECTS

If any Federal funds are to be used to pay for any portion of Contractor's Work under this Agreement, County shall notify Contractor in writing in advance of such payment and Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all applicable certification and disclosure requirements.

35.2 LOBBYIST ORDINANCE

Contractor, and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement at County's option, either for material breach under Paragraph 20 (Termination for Default) of this Agreement or for convenience under Paragraph 21 (Termination for Convenience) of this Agreement.

36 EMPLOYMENT ELIGIBILITY VERIFICATION

- Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing Services under this Agreement meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).
- Contractor shall obtain from all employees performing under this Agreement all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for the period prescribed by law.
- Contractor shall indemnify, defend, and hold harmless County, Participating Agencies and their officers, employees, agents and volunteers from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Agreement.

37 CONTRACT HIRING

37.1 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS

Should Contractor require additional or replacement personnel after the Effective Date of this Agreement to perform the Work set forth herein, Contractor shall give first consideration for such employment openings to 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 Agreement.

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37.2 CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. Contractor shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer GAIN/GROW job candidates.

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

37.3 PROHIBITION AGAINST INDUCEMENT AND PERSUASION

Contractor and County agree that, during the Term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. Notwithstanding the foregoing, such prohibition shall not apply to any hiring action initiated through a public announcement.

38 FEDERAL EARNED INCOME CREDIT

If required by applicable law, Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided, in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

39 CONTRACTOR RESPONSIBILITY AND DEBARMENT

39.1 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 this Agreement. It is County's policy to conduct business only with responsible Contractors.

39.2 CHAPTER 2.202

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

39.3 NON-RESPONSIBLE CONTRACTOR

County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (i) violated any term of a contract with County or a nonprofit corporation created by County; (ii) committed any 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

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practice which negatively reflects on same; (iii) committed an act or offense which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.

39.4 CONTRACTOR HEARING BOARD

- 39.4.1 If there is evidence that Contractor may be subject to debarment, County's Project Director, or his/her designee, 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 County's Contractor Hearing Board.
- 39.4.2 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, the Contractor Hearing Board will 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, County's Project Director, or his/her designee, and County's departments shall be provided with an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.
- 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 County's 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.
- 39.4.4 If Contractor has been debarred for a period longer than five years, then Contractor may, after the debarment has been in effect for at least five 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 such 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.
- 39.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) the requesting Contractor has been debarred for a period longer than five years, (ii) the debarment has been in effect for at least five 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.
- 39.4.6 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 County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

39.5 SUBCONTRACTORS OF CONTRACTOR

The terms and procedures of this Paragraph 39 (Contractor Responsibility and Debarment) shall also apply to subcontractors, consultants and partners of Contractor performing Work under this Agreement.

40 FEDERAL ACCESS TO RECORDS

If, and to the extent that Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of four years following the furnishing of Services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services described in 42 United States Code Section 1395 through any subcontract with a value or cost of Ten Thousand Dollars or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

41 REQUIRED CERTIFICATIONS

Contractor shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's provision of the Services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents and subcontractors who perform Services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, if required by law, in duplicate, to County's Project Manager at the address set forth in Exhibit E (County Administration).

42 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of this Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

43 CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

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

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44 WARRANTY AGAINST CONTINGENT FEES

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

45 SAFELY SURRENDERED BABY LAW

45.1 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

As required by applicable law, Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrender Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Agreement. Additional information is available at http://babysafela.org.

45.2 <u>CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW</u>

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 Exhibit I (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. Information and posters for printing are available at http://babysafela.org.

46 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

46.1 JURY SERVICE PROGRAM

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service Program (hereinafter "Jury Service Program" or "Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code (hereinafter "County Code").

46.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

- 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 (as defined in Paragraph 46.2.2 below) shall receive from 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 Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this Paragraph 46 (Compliance with County's Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has an agreement with County or a subcontract with Contractor and has received or will receive an aggregate

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sum of \$50,000 or more in any twelve month period under one or more County agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full Time" means forty 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 County, or 2) Contractor has a longstanding practice that defines the lesser number of hours as fulltime. Fulltime employees providing short term, temporary services of ninety days or less within a twelve month period are not considered fulltime for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform Services for County under this agreement, the subcontractor shall also be subject to the provisions of this Paragraph 46 (Compliance with County's Jury Service Program). The provisions of this Paragraph 46 (Compliance with County's Jury Service Program) shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to this Agreement.

- 46.2.3 If Contractor is not required to comply with the Jury Service Program when this Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the 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 this Agreement 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.
- 46.2.4 Contractor's violation of this Paragraph 46 (Compliance with County's Jury Service Program) of this Agreement may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement with Contractor and/or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

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

- 47.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County agreements 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.
- As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of State and Federal law, Contractor warrants that to the best of its knowledge it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall, implement all lawfully served Wage and Earnings Withholding Orders or County's Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

48 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 47 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety days of notice by County's Child Support Services Department shall be grounds upon which the Auditor-Controller or County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 20 (Termination for Default) and pursue debarment of Contractor pursuant to Paragraph 39 (Contractor Responsibility and Debarment).

49 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

49.1 <u>CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED</u> PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses who 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 Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

49.2 <u>TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH</u> COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 49.1 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

50 COUNTY AUDIT SETTLEMENTS

If, at any time during or after the Term of this Agreement, representatives of County conduct an audit of Contractor regarding the Work performed under this Agreement, and if such audit reasonably and accurately find that County's dollar liability for such work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or deducted from any amounts due to Contractor from County, as determined by County. If such audit finds County's dollar liability for such Work is more than payments made by County to Contractor, then the difference shall be repaid to Contractor by cash payment.

51 DISPUTE RESOLUTION PROCEDURE

Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 51 (Dispute Resolution Procedure) (such provisions shall be collectively

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- referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.
- Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder.
- Neither party shall delay or suspend its performance during the Dispute Resolution Procedure.
- In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's chief operating officer or designee, and the Department's chief information officer. These persons shall have ten days to attempt to resolve the dispute.
- In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- All disputes utilizing this Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 51 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.
- Notwithstanding the foregoing, in the event of County's infringement of Contractor's intellectual property rights under this Agreement or violation by either party of the confidentiality obligations hereunder, the violated party shall have the right to seek injunctive relief against the other without waiting for the outcome of the Dispute Resolution Procedure.
- Notwithstanding any other provision of this Agreement, County's right to seek injunctive relief to enforce the provisions of Paragraph 18 (Confidentiality and Security) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that County may have against Contractor or County's rights to assert such claims after any such injunctive relief has been obtained.

52 ASSIGNMENT BY COUNTY

This Agreement 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 Agreement.

53 NEW TECHNOLOGY

Contractor and County acknowledge the probability that the technology of the software and hardware which comprise the System will change and improve during the term of this

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Agreement. County desires the flexibility to incorporate into the System any new technologies as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise County's Project Director of all new technologies, methodologies and techniques which Contractor considers to be applicable to the System. Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling and price of the System. County, at its sole discretion, may request that this Agreement be amended to incorporate the new technologies, methodologies and techniques into the System.

54 NON-DISCRIMINATION IN SERVICES

- Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 54 (Non-Discrimination In Services), discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.
- Contractor shall ensure that recipients of Services under this Agreement are provided Services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap.

55 UNLAWFUL SOLICITATION

Contractor shall inform all of its employees who provide Services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (e.g., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

56 GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to agreements made and to be performed within the State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. For claims that are subject to exclusive Federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

57 WAIVER

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

58 AUTHORIZATION WARRANTY

Contractor and County represent and warrant that the person executing this Agreement or any Amendment thereto, on its behalf is an authorized agent who has actual authority to bind it to each and every term, condition and obligation of this Agreement, and that all requirements of Contractor and County have been fulfilled to provide such actual authority.

59 VALIDITY AND SEVERABILITY

59.1 VALIDITY

The invalidity of any provision of this Agreement shall not render the other provisions hereof invalid, unenforceable or illegal, unless the essential purposes of this Agreement shall be materially impaired thereby.

59.2 SEVERABILITY

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid in its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. If any provision of this Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective.

60 NOTICES

- All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first class registered or certified mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within twenty-four hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten days prior written notice thereof to the other party.
- 60.2 <u>To County</u>, notices shall be sent to the attention of County's Project Manager and County's Project Director at the respective addresses specified in Exhibit E (County Administration).
 - <u>To Contractor</u>, notices shall be sent to the attention of Contractor's Project Manager at the address specified in Exhibit F (Contractor Administration), with a copy to Contractor's Project Director.

Each party may change the names of the people designated to receive notices pursuant to this Paragraph 60 by giving written notice of the change to the other party, subject to County's right of approval in accordance with Paragraph 3.2 (Approval of Contractor's Staff).

61 ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of arm's length negotiations between Contractor and County, with each party having had the opportunity to receive advice from and representation by independent counsel of its own choosing. As such, the parties agree that this Agreement is to be interpreted fairly as between them and is not to be strictly construed against either as the drafter or otherwise.

62 NON-EXCLUSIVITY

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

63 CAPTIONS AND PARAGRAPH HEADINGS

Captions and Paragraph headings used in this Agreement are for convenience only, are not a part of this Agreement, and shall not be used in construing this Agreement. If there is a conflict when referencing a Paragraph in this Agreement, between the Paragraph heading title and its number, the Paragraph heading title shall control.

64 FORCE MAJEURE

Neither party shall be liable for failure to perform under this Agreement, if its failure to perform arises out of, and only, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, freight embargoes or acts of terrorism, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of the non-performing party.

65 FORMS AND PROCEDURES

All existing forms and procedures used by Contractor in implementation of the provisions of this Agreement are deemed "approved" by County for purposes of this Paragraph 65 (Forms and Procedures). Any new forms and procedures which materially affect Contractor's performance of this Agreement shall be subject to review and approval by County prior to use by Contractor.

DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

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

67 MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY

Contractor cannot assign employees under the age of eighteen to perform Work under this Agreement. All of Contractor's employees, subcontractors and agents working at County facilities must be able to communicate in both spoken and written English. Contractor's employees must be United State citizens or legally present and permitted to work in the United States.

68 NOTICE OF DELAYS

Exception as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five Business Days, give notice thereof, including all relevant information with respect thereto, to the other party.

69 RE-SOLICITATION OF BIDS AND PROPOSALS

- Contractor acknowledges that, prior to the expiration or earlier termination of this Agreement, County, in its sole discretion, may exercise its right to invite bids or request proposals for the continued provision of the goods and Services delivered or contemplated under this Agreement. County shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.
- 69.2 Contractor acknowledges that County, in its sole discretion, may enter into an agreement for the future provision of goods and services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

70 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Services provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. The provisions of this Paragraph 70 (No Payment For Services Provided Following Expiration Or Termination Of Agreement) shall survive the expiration or other termination of this Agreement.

71 ACCESS TO COUNTY FACILITIES

Contractor, its employees and agents, may be granted access to County and Participating Agency facilities, subject to Contractor's prior notification to County's Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County and Participating Agency facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County and Participating Agency facilities outside of normal business hours must be approved in writing in advance by County's Project Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County and Participating Agency facilities. While present at County and

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Participating Agency facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County's Project Manager.

72 COUNTY FACILITY OFFICE SPACE

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

73 PHYSICAL ALTERATIONS

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

74 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform Services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his or her physical or mental performance.

75 RECYCLED PAPER

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

76 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 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.

77 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Paragraph of this Agreement may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement.

78 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and

ACREEMENT

inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements and civil liability.

79 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE ON HUMAN TRAFFICKING

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

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

Disqualification of any member of Contractor's staff pursuant to this Paragraph 77 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.

80 SURVIVAL

In addition to any provisions in this Agreement which specifically state that they shall survive the termination or expiration of the Agreement, the provisions in the following Paragraphs shall also survive the expiration or termination of this Agreement for any reason:

- 5.4 Approval of Work
- 9.5 County's Right to Withhold Payment
- 10 Ownership and License
- 12 Representations and Warranties
- 13 Indemnification
- 14 Insurance
- 15 Intellectual Property Warranty and Indemnification
- 16 Proprietary Considerations
- 17 Disclosure of Agreement
- 18 Confidentiality and Security
- 24 Effect of Termination
- 29 Records and Audits
- 32 Compliance with Applicable Laws
- Fair Labor Standards
- 36 Employment Eligibility Verification
- 40 Federal Access to Records
- 42 No Third Party Beneficiaries
- 50 County Audit Settlements

- Governing Law, Jurisdiction and Venue
- 59 Validity and Severability



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

	DATAWOPKS PLUS, LLC
	By Jahr By Book Book Book Book Book Book Bastonin.
	GENERAL MANAGER Title
	COUNTY OF LOS ANCELES
	COUNTY OF LOS ANGELES
	By Chi B. J. Co.
	Chair, Board of Supervisors
ATTEST:	
CELIA ZAVALA	
Executive Officer-Clerk	
of the Board of Supervisors	
By	
Deputy	
APPROVED AS TO FORM: MARY C. WICKHAM County Counsel	

Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

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1. General

1.1 Introduction

The Los Angeles County Sheriff's Department ("Department") intends to procure via an open and competitive solicitation, a Criminal Booking System ("CBS") solution ("CBS Solution" or "Solution") which includes:

- Replacing its existing Livescan equipment and software, and central server functionality;
- Interfacing to both internal and external Department systems;
- Providing field booking capabilities from a web browser, on a secured network, which County is calling an Automated Booking Segment Module ("ABSM"); and
- Ability to operate on Department's PAC50 Network.

The Solution software must be based on a Contractor's Commercial Off-the-Shelf ("COTS") software product, and not be custom-developed for Department.

The Department's Los Angeles County Regional Identification System Unit's ("LACRIS") objective is providing and supporting criminal biometric identity solutions within Los Angeles County, including all Department locations as well as all participating law enforcement agencies (also, "Participating Agencies") in Los Angeles County.

1.2 Background

The Los Angeles County Sheriff's Department ("Department") is a law enforcement agency which serves Los Angeles County, California – an area totaling approximately 4,084 square miles with a population of almost 10 million people (2010 U.S. Census). It is the largest Sheriff's Department in the world, with approximately 18,000 employees. Department provides general law enforcement services to 40 contract cities, 90 unincorporated communities, 216 facilities, hospitals, and clinics located throughout the County, nine community colleges, the Metropolitan Transit Authority and 47 Superior Courts. Additionally, Department is responsible for securing approximately 18,000 inmates daily in 7 custody facilities which include provision of food and medical treatment.

Presently, LACRIS and the current Livescan vendor supports 167 Livescan devices and 144 printers at 118 different Participating Agency locations. These Livescan devices however are over 9 years old and nearing their technology end of life. Currently, the County performs 360,000 bookings per year, from all its Participating Agencies, and anticipates a one percent volume increase per year. Department is currently implementing a web-based Automated Booking System ("ABS") so that its deputies can begin a subject's booking entry in the field. The Department's ABS is comparable to a COTS Field Based Reporting System (FBRS). ABS however includes less FBRS functionality; only that used in booking a subject, then integrating that associated data with a Livescan system.

ABS was developed and is being maintained by a vendor (other than the existing Livescan vendor), to support only the Department's stations, and currently interfaces with the Livescan system.

Since preliminary field bookings are closely associated to the more prevalent Livescan device bookings at the Participating Agency locations, the Solution will combine both functionalities. The Solution Requirements includes, as part of the complete Solution, an Automated Booking Segment Module ("ABSM") component. The ABSM will be browser-based, available from any computer device that has internet connectivity from a secure network, and is fully integrated with the Livescan software and CBS Solution.

1.3 Legacy System(s) To Be Replaced

The Solution is intended to replace all the components and functionality of County's current Livescan agreement systems, plus encompass additional functionality and features, as follows:

- 1.3.1 Components and functionality from County's current Livescan agreement system.
 - 1.3.1.1 Livescan devices and peripheral components located throughout the County with current technology as listed in Attachment A.4 (Equipment Locations & Inventory) to this SOW.
 - 1.3.1.2 Livescan software is installed locally on each device at each location.
 - 1.3.1.3 The central computer server hardware and software is located in Department's data center.
 - 1.3.1.4 The interfaces linking the Livescan solution to internal systems and external systems as listed in Attachment A.3 (System Interfaces) to this SOW.
- 1.3.2 Additional functionality and features:
 - 1.3.2.1 Replace the web-based ABS application, currently maintained by a different vendor, and include new functionality for a multi-tiered workflow approval process on the completeness of booking forms that meet the recently released Federal NIBRS reporting standards.
 - 1.3.2.2 Provide a secondary central computer server located in Contractor's data center, or in a CJIS-compliant cloud, with a direct network communication line between the County data center and Contractor's data center.
 - 1.3.2.3 Configure the two central computer server locations to be:
 - 1. Load balanced, where the secondary location contributes to the Solution's acceptable system performance standards; and
 - 2. System redundant, providing seamless system failover.
 - 1.3.2.4 Provide a CBS Test environment, located at the Department data center
 - 1.3.2.5 Provide additional interfaces to/from not in the present Livescan solution (See Attachment A.3 (System Interfaces) to this SOW).

1.4 Project Goals, and Objectives

1.4.1 Business need or problem – When arresting or taking a subject into custody, Participating Agencies must collect the subject's biometric identity and document the booking, following Criminal Offense Record Investigation ("CORI") protocols. The Solution will provide the Participating agencies with Biometric capture equipment, certified by FBI and Cal-DOJ, with technology improvements from the existing legacy system.

1.4.2 Project Objectives –

1.4.2.1 Project implementation of the CBS Solution includes:

- 1. Replacement of all existing Livescan equipment at the Participating Agency locations, as a phased rollout;
- 2. Replacement of the central server hardware in Department's data center, which will be the Solution's primary site;
- 3. Business Continuity with a second replicated and redundant central server hardware at a vendor-provided CJIS-Compliant data center at least 250 miles away from downtown Los Angeles, or a CJIS-compliant cloud. This will be the Solution's secondary site:
- 4. A direct network communication line from Department's data center to the vendor-provided data center or cloud;
- 5. Configuration and customization software solutions including interfaces that will be used for the Solution;
- 6. Solution test environment housed at the Department's data center;
- 7. CBS Solution documentation; and
- 8. Train-the-trainer (T3) type user training at Department's Norwalk Offices.

1.4.2.2 Post-implementation of the CBS Solution includes:

- 1. Ongoing maintenance, preventive maintenance, and support for all components;
- 2. Additional Livescan Equipment with software when requested by County Project Director, together with maintenance and support;
- 3. Livescan Equipment teardown, move and reconnect (TMR) services, coordinated with LACRIS technicians when such equipment requires relocation;
- 4. All Solution updates for keeping the Solution compliant with Federal (e.g., National Incident-Based Reporting System ("NIBRS")) and State mandates;
- 5. Mid-term in the Agreement, technology refreshes on the following components:
 - a. PC components, including monitor, keyboard and mouse;
 - b. Mugshot cameras
 - c. Iris cameras
 - d. Color printers
 - e. Central server hardware and 3rd party software;

- 6. Price quotations upon request for Solution post-implementation modifications and accompany documentation;
- 7. Any and all updates to the CBS Solution documentation;
- 8. Semi-annual CBS database uploads, from the CBS Production Environment to the CBS Test environment;
- 9. May include Optional Work, at County's discretion, to provide mobile booking solution including devices and integration;
- 10. May include Optional Work, at County's discretion, to integrate CBS with a 3rd party mobile booking solution;
- 11. Refresher T3 type training requested;
- 12. Any and all updates to the CBS Solution computer-based training tools (e.g., streaming video); and
- 13. Access to vendor's user conferences.

1.4.2.3 Contractor's responsibilities do not include:

- 1. Building infrastructure modifications at Participating Agency sites; and
- 2. Expendable supplies required for daily operation of the Livescan Equipment, such as printer ink cartridges, etc..
- 1.4.3 Project Goals and Objectives The objective is to implement a commercial-off-the-shelf Livescan Solution, fully owned by the County under a perpetual license to operate, and fully maintained by the Contractor.
- 1.4.4 Project Results Due to the size and complexity of County's implementation the County anticipates a phased-in implementation approach, as agreed to by both County and Contractor, and which will be documented in the Project Control Document, inclusive of resources needed.

1.5 Scope of Work

The Tasks, Subtasks, and Deliverables in this SOW outline the scope of Contractor's work in establishing Commercial off the Shelf (COTS) based Solution. To achieve this, Contractor shall provide the following required Services, as further specified in the Tasks, Subtasks, and Deliverables below:

- 1.5.1 **Project Planning** Develop the Project Control Document (PCD).
- 1.5.2 **Project Management** Throughout the Term of the Agreement, under the direction of the County Project Manager, the Contractor shall apply requisite technical and management skills and techniques to assure satisfactory, timely completion of project tasks and deliverables and establish a project control and reporting system which provides routine and realistic assessments of progress against the approved Project Control Document's tasks and deliverables and the detailed work plan.
- 1.5.3 **Requirements Review and Gap Analysis** Solution Requirements are reviewed and finalized to determine the degree of "fit" between the Contractors' Proposed COTS Solution's functionality and the County's Requirements.

- 1.5.4 **Project Review Point** At the direction of the Department's Office of Technology Planning (OTP) a Project Review of the Requirements Review and Gap Analysis may be conducted especially if there are significant changes to the Scope and/or Project Cost based on the Final Requirements.
- 1.5.5 **Technical Assessment** The Technical Assessment includes an Infrastructure Readiness Assessment in the areas of hardware, network, system management, software and operational readiness (e.g., human resources, facilities, etc.) and the development of a Technical Architecture document.
- 1.5.6 **Implementation Assessment and Strategies** Strategies for executing the implementation and transition to production based on the findings of the Technical Assessment. The implementation strategies take into consideration the County's organizational and project constraints, while addressing the County's Requirements.
- 1.5.7 **Project Review Point** At the direction of the OTP, a Project Review of the results of the Technical Architecture and Implementation Assessment may be conducted by the County.
- 1.5.8 **Design Review of Proposed COTS Solution Final Design**County's Project Team, as identified in Paragraph 1.6 (Project Governance) will review Contractor's proposed design. As a result of this review and feedback sessions, the Contractor shall document any changes that have resulted from the review process, and develop a Final Design.
- 1.5.9 **Project Review Point** If there are significant differences between Contractor's Proposed COTS Solution design and the Final Design, the OTP, at its sole discretion, may trigger a Project Review of the Contractor's Final Design.
- 1.5.10 Contractor's Proposed COTS Solution Customization Development / Configuration by the Contractor
 - While the County is not responsible for the customization (development / configuration) effort, the purpose of this task is to assist the Contractor in ensuring the completed COTS customization effort meets the County's Requirements as specified in the Contractor's proposed COTS Solution, and the agreed-upon Final Requirements and Design now defined as Contractor's customized COTS Solution. At agreed-to points during the customization process, County project staff will review the customizations. These check point reviews determine if the customization (development / configuration) effort is on schedule and meets the County's Final Requirements.
- 1.5.11 **Data Conversion from Legacy System(s)** As part of the process the Contractor shall develop a Data Conversion plan, perform a test conversion of a representative sample of County's existing data to test the procedures, and upon County's approval, and conduct the initial Data Conversion. The task also includes any applicable ongoing Data Conversion required during implementation, and if necessary, during production.
- 1.5.12 **Testing of Contractor's Customized COTS Solution Software** The testing process ensures that all components of the Contractor's customized COTS Solution are thoroughly tested and that the Solution consists of high

- quality and reliable software. The testing process shall take into account the unique testing requirements of a COTS Solution that is based upon a customized version of an existing COTS Solution.
- 1.5.13 **Training and Documentation** The training and documentation process shall be designed by the Contractor to ensure that training is planned and delivered. Training materials shall be developed by the Contractor and made available to support on-going training requirements. Contractor shall create and provide all documentation to support user operation (manuals) of the customized COTS Solution, including a Help Desk problem-solving desk reference for the Solution.
- 1.5.14 **Phased Implementation** As proof of concept that the Contractor's CBS Solution fully functions, the Contractor shall complete a controlled phased implementation, as enumerated in Task 13 CBS Solution Implementation (Rollout) and Final Acceptance of this SOW. County's acceptance of Task 12 (Transition To Production) of this SOW is required prior to transitioning to production.
- 1.5.15 Transition to Production Solution Implementation and Production Cutover - Contractor shall install and implement the configured customized COTS Solution into the Department hardware and operating system environment (data center) and secondary Contractor-provided data center or cloud, as specified in the Technical Architecture Document.
- 1.5.16 **Solution Warranty Period** Contractor shall provide ninety calendar days of Warranty Support after cutover to production and prior to Contactor achieving Final Acceptance, and demonstrate to County that the Contractor's customized COTS Solution operates defect free.
- 1.5.17 **Post-Implementation Maintenance and Support** Contractor shall provide Post-Implementation Maintenance and Support Services as specified in Paragraph 2.49 (Task 14 Ongoing Post-Implementation Maintenance and Support) of this SOW.
- 1.5.18 **Provide ongoing Training** The Contractor shall provide ongoing training to County employees, at the option of the County. Ongoing training is included as part of the Post-Implementation Maintenance and Support Services requirement.

1.6 Project Governance

Guidelines for County Project Manager and County Project Team -This project will be overseen and monitored by ((LACRIS CBS Project Team). Provides the organization for the project including:

- a. Technology and Support Division Director;
- b. Project Director LACRIS Manager;
- c. Project Manager LACRIS; and
- d. Project Staff (LACRIS support staff).

1.7 Project Assumptions

This project is being undertaken with the following assumptions:

1.7.1 **General Assumptions**

1.7.1.1 Funding has been budgeted for this project;

- 1.7.1.2 The underlying legal and institutional basis for the business functions will not significantly change during the course of the project;
- 1.7.1.3 Key members of Contractor's project team will have sufficient experience so that they can provide practical business expertise in discussions with County's subject-matter experts;
- 1.7.1.4 Livescan devices are assembled and configured off-site at a Contractor-designated location within Los Angeles County or a neighboring county, at no additional cost to the County.
- 1.7.1.5 All Work shall be done at County facilities and/or the locations identified in Attachment A.4 (Equipment Locations & Inventory) to this SOW, unless otherwise authorized in writing by County Project Manager;
- 1.7.1.6 Contractor Project Manager shall be assigned full-time to the project and remain full time until the first full month after cutover to Production Use (actual business use); and
- 1.7.1.7 Deliverables will be reviewed and accepted by County in accordance with Attachment A.1 (Deliverable Acceptance Process) to this SOW.

1.7.2 County Responsibilities

- 1.7.2.1 County Project Manager will coordinate all activities of, information from, and decisions made by County personnel.
- 1.7.2.2 County Project Manager or designee will coordinate obtaining subject-matter expertise (SME).
- 1.7.2.3 County Project Manager or designee will provide clarification on any of the Solution Requirements.
- 1.7.2.4 County will develop and provide business scenarios to Contractor prior to the Gap Analysis process described in Paragraph 2.5 (Task 3 Requirements Review and Gap Analysis).
- 1.7.2.5 County Project Manager will provide project oversight and coordination of all Contractor activities.
- 1.7.2.6 County will provide Executive sponsorship and user buy-in.
- 1.7.2.7 County will provide where applicable the infrastructure, shared network space, and user workstations required for Contractor's onsite work. In order for this responsibility to be met, the Contractor shall state what is required for Contractor and must be agreed upon by the County Project Manager.
- 1.7.2.8 County will provide office space and network connectivity for Contractor to work onsite.
- 1.7.2.9 County will provide Contractor with reasonable access to the Legacy system including data, data structure, and data elements, etc.
- 1.7.2.10 County will notify all concerned parties (e.g., Participating Agencies, Department data center Admin) of expected deliveries.
- 1.7.2.11 County Project Manager will coordinate with the Participating Agencies any and all building infrastructure changes needed to accommodate Contractor's Solution.

- 1.7.2.12 County will coordinate with the Participating Agencies the removal of existing equipment and site preparation if needed (e.g. housekeeping).
- 1.7.2.13 County will use commercially reasonable efforts to timely review Contractor Deliverables, as specified in Attachment A.1 (Deliverable Acceptance Process) to this SOW.
- 1.7.2.14 County will provide to Contractor information needed to design interfaces.

1.7.3 Contractor Responsibilities

Unless otherwise specifically indicated in this SOW the term "Contractor" means and includes the Contractor, its subcontractors, and suppliers.

Contractor shall, under the direction of County's Project Manager, perform all Tasks, Subtasks, and produce all Deliverables as set forth in this SOW. Contractor's responsibilities shall include, but not be limited to:

- 1.7.3.1 Managing all project activities outlined in this SOW, and elsewhere throughout the Agreement.
- 1.7.3.2 Performing all work on-site at County-designated locations during normal business hours (8 a.m. to 5 p.m. (Pacific Time), Monday through Friday, except County holidays) as solely determined by County Project Manager for the Term of the Agreement.
- 1.7.3.3 Procuring all Solution Hardware and all Solution Software, including all 3rd party software licenses.
- 1.7.3.4 Providing all project Documentation in accordance with Attachment A.1 (Deliverable Acceptance Process) to this SOW, or in a form and format as directed by the County Project Manager.
- 1.7.3.5 Providing ongoing post-implementation hardware and software maintenance and operational support for the Solution.
- 1.7.3.6 Attending meetings with all levels of County personnel or designee. While the number of meetings is not quantified, throughout the Term of the resultant Agreement the Contractor is expected to attend meetings as directed by County Project Manager (e.g., LACRIS' quarterly technology sub-committee meetings with Participating Agencies). The County Project Manager will also inform the Contractor in advance of any documentation required for meetings such as status reports, demonstrations and/or documents.
- 1.7.3.7 Ensuring all Contractor employees pass the Department contractor background check process, obtain and prominently display County-authorized identification badges while at any County-designated location, and adhere to the Contractor staff business attire guidelines specified in Attachment A.6 (Business Attire Guidelines) to this SOW.
- 1.7.3.8 Ensuring all material and equipment required to provide the Services described throughout the Agreement are provided to all Contractor

staff. Contractor assumes all liability for the loss of, and for the safe operating condition of, said equipment.

2. Tasks and Deliverables

Unless specified otherwise, all Tasks and Subtasks described in this Statement of Work (SOW) shall be performed by Contractor. Contractor shall conduct all meetings, presentations, demonstrations and training at County designated locations, unless prior approval is granted by the County Project Manager. Contractor shall prepare and deliver all Deliverables described in this SOW, using the Deliverable numbers and titles indicated. The process for receiving, reviewing, and accepting the Deliverables is provided in Attachment A.1 (Deliverable Acceptance Process) to this SOW.

2.1 Task 1 – Project Planning – Project Control Document (PCD)

Each Task to be performed by both the Contractor and the County staff during project implementation and until Final Acceptance shall be specifically addressed in a Project Control Document (PCD). The PCD shall include the general order in which the Tasks and Subtasks will be performed (some tasks may be conducted in parallel) and the order in which the Deliverables will be produced.

Contractor shall develop a PCD, and provide the draft document to County's Project Manager within two weeks after the last project kick-off meeting (Paragraph 2.3.1 (Initiate Project), or as agreed-to by the parties. Unless otherwise agreed to by the parties or required by County, the contents of the PCD shall include, at minimum, the following:

- 2.1.1 Project Scope, Objective, and Critical Success Factors A brief statement of the scope, objectives, and critical success factors of the project. Periodically throughout the project's implementation phase, as agreed-to by the parties, the Contractor shall review the project scope, objectives, and critical success factors with the County Project Manager, and subsequently update the scope, objectives, and critical success factors.
- 2.1.2 Project Organization, Roles and Responsibilities Contractor shall develop a hierarchical structure depicting the organization of the project team both Contractor and County, and their reporting relationships, including a description of the primary roles and responsibilities of the project team members and any relevant organizational relationships. The Contractor shall review the project organization, roles, and responsibilities with the County Project Manager, and subsequently update the project organization, roles, and responsibilities at the direction of the County Project Manager.
- 2.1.3 Contractor Assumptions All Contractor assumptions specified in Contractor's proposal, or otherwise agreed to by the parties shall be updated by the Contractor and reviewed by the County Project Manager. Notwithstanding the above, County Project Manager shall have sole authority to clarify County's position regarding Contractor's Assumptions. Contractor shall document Contractor's revised Assumptions and obtain County Project Manager's approval.

- 2.1.4 County Assumptions All County assumptions specified in the Agreement or otherwise agreed to by the parties shall be reviewed. Any issues documented by the Contractor shall be reviewed by the County Project Manager. Notwithstanding the above, County Project Manager shall have sole authority to clarify County's position regarding County's Assumptions. Contractor shall document County's revised assumptions.
- 2.1.5 Communications Plan Contractor shall develop a communications plan which describes the primary means of communication that will be used throughout the project among team members. In addition, the plan shall discuss document sharing and management. The Contractor shall review the Communications Plan with the County Project Manager and subsequently make any agreed to updates/revisions.
- 2.1.6 Risk Identification and Management Plan A description of the risk management process, including a tracking mechanism for potential project risks, the probability of those risks occurring, potential impact of those risks and risk mitigation strategies.
- 2.1.7 Quality Control / Management Plan A quality control and management plan to assure County a consistent high level of service throughout the Term of the Agreement.
- 2.1.8 Detailed Work Plan The Contractor shall develop a Detailed Work Plan including:
 - 2.1.8.1 A Work Breakdown Structure (WBS) The WBS shall be in Microsoft Project (Tracking Gantt Chart format) that includes at a minimum: Tasks, Subtasks, Deliverables, milestones, pay points, Task relationships including where applicable finish to start (FS), start to start (SS), finish to finish (FF), and start to finish (SF), critical path, timeline, and resource allocation.
 - 2.1.8.2 Contractor shall prepare the WBS so that every task's start/end dates are calculated by task duration and task predecessor(s). Work breakdown tasks shall include County's review and approval process of all Contractor's documentation.
 - 2.1.8.3 Once approved by County Project Manager, the Detailed Work Plan shall be baselined, with two additional 'Actual Start' and 'Actual End' Dates columns for monitoring each task/subtask's progress.
 - 2.1.8.4 Contractor shall provide the WBS as both a Microsoft Project file and PDF file.
- 2.1.9 PCD Review The PCD is a critical element of County's Quality Control plan. All negative deviations (project delays) from the original and subsequent versions of the PCD, including the Detailed Work Plan, shall be documented by both the Contractor and County Project Directors utilizing the Change Notice process (Paragraph 4 (Changes to Agreement) of the Agreement).
 - 2.1.9.1 Upon such time the cumulative effect of project delays equals thirty calendar days, a Change Notice shall be processed not later than fifteen calendar days following the last observed delay. In like manner, a Change Notice shall be processed for

- each subsequent aggregation of project delays which equals thirty calendar days. Each Change Notice shall identify 1) the delayed Task(s), 2) date of delay, 3) the reason(s) for each delay and 4) the description of the Work impacted.
- 2.1.9.2 Notwithstanding the County Project Director's authority to process Change Notices for project delays and to grant Contractor extensions of time for Work performed [see Paragraph 4.5 (Extensions of Time) of the Agreement], upon such time the cumulative effect of project delays equals ninety calendar days, County's Project Director will initiate a formal Project Review. The Project Review will be conducted by, though not limited to, the Department's Office of Technology Planning in consultation with County Counsel. In like manner, County will initiate a formal Project Review for each subsequent ninety day extension thereafter.
- 2.1.9.3 Each Project Review may result in 1) an assessment of the project's progress to-date, 2) an assessment of the future success of the project, 3) remedial recommendations for continued Work, or 4) a recommendation for termination of the Agreement.
- 2.1.9.4 Contractor shall, under the direction of County's Project Director, update the PCD throughout the Term of the Agreement. All versions of the PCD to-date, as well as all resultant Change Notices, are subject to review by County at any time.
- 2.1.10 Business Continuity Strategy The Solution is a mission critical system requiring 24/7 uninterrupted operations. Contractor shall develop the Business Continuity/Disaster Recovery Strategy in consultation with County Project Manager. The Strategy shall at minimum address the requirements outlined in Paragraph 4.4 (Business Continuity (Disaster Recovery) of Exhibit C (Service Level Agreement).
- 2.1.11 Documentation Requirements –The final form and format of all documentation and certifications required by the Contractor in this SOW shall be as directed by the County Project Manager. Contractor shall review the documentation requirements with the County Project Manager and subsequently make any agreed-to updates/revisions.
- 2.1.12 Preventive Maintenance Program Contractor shall develop the preventive maintenance program in consultation with County Project Manager. The Program shall at minimum address the requirements outlined in Paragraph 3.2 (Maintenance, Preventive Maintenance) of Exhibit C (Service Level Agreement), to assure County a consistently high level of uninterrupted software and hardware operations throughout the Term of the Agreement.
- 2.1.13 Implementation Failure Fallback Plan Contractor shall develop the Implementation Failure Fallback Plan in consultation with County Project Manager (see Paragraph 2.12.9 (Transition to Production: Production Cutout Strategy)).

2.1.14 Technology Refresh Implementation Strategy – Contractor shall develop the Technology Refresh Implementation Strategy in consultation with County Project Manager. The Strategy shall be devised to minimize disruption to County operations.

2.2 Deliverable 1 – Completed Project Control Document

Project Control Document – DRAFT

Project Control Document – FINAL

Deliverable 1, The Project Control Document will be reviewed and approved in accordance with the document review process described in Attachment A.1 (Deliverable Acceptance Process) to this SOW.

2.3 Task 2 – Ongoing Project Management

Throughout the Term of the Agreement, under the direction of the County Project Manager, the Contractor shall apply requisite technical and management skills and techniques to assure satisfactory, timely completion of project Tasks and Deliverables, and establish a project control and reporting system which will provide routine and realistic assessments of progress against the approved PCD Detailed Work Plan. Contractor shall manage project activities and resources, and track project status. This shall include:

- 2.3.1 **Initiate Project** Within two weeks after the Effective Date, Contractor shall review with the County Project Manager the project governance structure (e.g. Project Management Team, Executive Steering Committee, and Advisory Committee), as well as attend the initial project kick-off meeting for:
 - 2.3.1.1 Project team and stakeholders;
 - 2.3.1.2 County's Administration; and
 - 2.3.1.3 Contractor's Administration.

County Project Manager shall advise Contractor if multiple (subsequent) project kick-off meetings are required (e.g., Executive Steering Committee only). Each subsequent project kick-off meeting shall be planned and conducted by Contractor. Contractor shall to create and provide tailored presentation slides and handouts, as directed by the County Project Manager. Contractor shall provide the County Project Manager with presentation materials three Business Days prior to each subsequent kick-off meeting, and update the materials as directed by County. Contractor shall document the outcome of each project kick-off meeting for County Project Manager's review/approval, and incorporate any new information into the PCD.

2.3.2 Participate in Weekly Status Meetings

2.3.2.1 Contractor shall attend and participate in weekly status meetings with County Project Manager and other appropriate attendees. Contractor shall be prepared to discuss in detail the status of the project and major issues. Unless otherwise approved by the County Project Manager,

- weekly status meetings shall take place onsite, not via teleconference or video conference. County Project Manager may decide to cancel a particular week's meeting at his or her discretion.
- 2.3.2.2 Contractor shall establish agendas for these meetings, with the advice and consent of County Project Manager or designee. Contractor shall provide County Project Manager or designee the meeting agenda and handouts at least two Business Days prior to the scheduled meetings, and update as directed by County. Contractor shall take and maintain minutes of major discussion points, decisions, action items and their rationale, and updated Issue Tracking Log (ITL) as outlined in Paragraph 2.3.5 (Issue Documentation, Escalation, and Resolution Log), and provide to County Project Manager no later than two Business Days after each meeting.
- 2.3.2.3 County Project Manager will review and approve the minutes and ITL.
- 2.3.3 **Monthly Status Reporting and Meetings** The Contractor's Project Director and Contractor's Project Manager shall attend monthly steering committee meetings in-person and onsite.
 - 2.3.3.1 Contractor shall draft agendas for these meetings, with the advice and consent of County Project Manager or designee, including a written status report summarizing progress against the approved PCD, together with the most current ITL (Paragraph 2.3.5(Issue Documentation, Escalation, and Resolution Log)). Contractor shall provide County Project Manager or designee the meeting agenda and handouts at least two Business Days prior to the scheduled meetings, and update as directed by County.
 - 2.3.3.2 The Contractor shall provide progress briefings at these meetings. The Monthly Status Report shall cover all activities from the preceding month. The first monthly report is due one calendar month after the Effective Date, unless prior approval is granted by the County Project Manager.

The Status Report shall include the following:

- 1. Executive Summary Highlighting key accomplishments and issues:
- 2. The time covered by the report;
- 3. Summary of project progress and changes since the previous Monthly Status Report;
- 4. Work completed during that period;
- 5. Work scheduled for completion which was not completed;
- 6. Work expected to be completed during the upcoming period;
- 7. Status of issues that were reported as open in the previous Status Report;
- 8. Re-opened issues that had been closed as of the previous Status Report;

- 9. New issues;
- 10. Revised PCD when necessary, updated to reflect current project status including an updated Gantt chart in Microsoft Project of current project activities and schedule; and
- 11. Explanation of what has changed since the previous updated PCD and what has changed since the Baseline
- 2.3.3.3 Contractor shall take and maintain minutes of major discussion points, decisions, action items, and their rationale.
- 2.3.3.4 Contractor shall submit the Monthly Status Report to the County Project Manager for review and approval prior to distribution.
- 2.3.4 **Project Review Meeting** –The Contractor shall attend all Project Review meetings in-person and onsite.
- 2.3.5 **Issue Documentation, Escalation, and Resolution Log** The Contractor shall develop an **Issue Tracking Log** (ITL) for tracking project issues in a format mutually agreed upon by both parties.
 - Contractor shall ensure that the ITL is updated when applicable. Authorized members of County and Contractor project teams shall be able to access the ITL online and view/print information.
- 2.3.6 Maintain the PCD The Contractor shall regularly update (maintain) the PCD (Paragraphs 2.1.2 -2.1.8) including the Detailed Work Plan (Paragraph 2.1.8) in Microsoft Project as Tasks and Deliverables are completed and/or modified.
- 2.3.7 **Failure to maintain PCD** County Project Director in his/her sole discretion may suspend all Work, and initiate a formal Project Review. The Project Review will be conducted by, though not limited to, the Department's Office of Technology Planning in consultation with County Counsel, in accordance with Paragraph 2.1.9 (PCD Review).

2.4 Deliverable 2 – Ongoing Project Management

- 2.4.1 Project kick-off meeting(s)
- 2.4.2 Monthly meetings (recurring)
- 2.4.3 Weekly meetings (recurring)
- 2.4.4 PCD updates (recurring)

2.5 Task 3 – Requirements Review And Gap Analysis

The Functional and Technical Requirements (Requirements) review and resultant Gap Analysis determines the degree of "fit" between the Contractors' proposed COTS Solution and the County's Requirements. County will provide the facility(ies) for conducting the Demonstration and Gap Analysis (Subtask 3.2 – Demonstration and Gap Analysis) Requirements review sessions.

2.6 Subtask 3.1 – Review Requirements With Key Users

The Contractor shall review the Solution Requirements in conjunction with the County Project Manager and key users and/or stakeholders identified by the County Project Manager.

- 2.6.1 Contractor shall plan and conduct no more than three, 4-hour user sessions, and no more than two 4-hour technical feedback sessions to ensure the accuracy and completeness of the Contractor's proposed COTS Solution. Participants will be identified by the County Project Manager and provided to the Contractor Project Manager.
- 2.6.2 The Contractor shall document inconsistencies in the Requirements resulting from the feedback sessions in a Requirements Review Report submitted to and approved by the County Project Manager. The Requirements Review Report shall:
 - 2.6.2.1 List all Requirements where there is an issue/incongruence;
 - 2.6.2.2 Document the discussion about the issue:
 - 2.6.2.3 Document the issue resolution and where applicable, the updated requirement; and
 - 2.6.2.4 Provide a detailed impact statement for each issue.
- 2.6.3 Inconsistencies that impact the project shall be identified by the Contractor and County Project Manager, and reviewed by the County Project Director.
- 2.6.4 Inconsistencies that change the Scope of Work or increase cost will be reviewed by the County Project Director, OTP, County CIO, Sheriff's Contracts Unit, and County Counsel to determine impact.
- 2.6.5 At the discretion of the OTP in conjunction with the County Project Director, the identified inconsistencies may trigger a project review of the Solution Requirements.
- 2.6.6 Upon resolution of the inconsistencies, Contractor shall update the Solution Requirements document and submit to the County Project Director for approval.

2.7 Subtask 3.2 – Demonstration And Gap Analysis

Contractor shall conduct a Gap Analysis to assess the fit between Contractor's proposed COTS Solution's baseline functionality and the updated Requirements. This effort requires a detailed functional walkthrough of the Contractor's proposed COTS Solution based on County's functional (business) scenarios.

- 2.7.1 Create a Review / Demonstration Environment Contractor shall create and configure a CBS demonstration environment of Contractor's proposed Solution. Contractor shall provide <u>all</u> hardware and software for this demonstration environment at no cost to County. Environment components include, but are not limited to:
 - 2.7.1.1 Hardware (central server, and Livescan);
 - 2.7.1.2 Software (Operating System, database management system (DBMS), Contractor's COTS Solution, and any 3rd party software) for Solution review;

- 2.7.1.3 All data necessary to support the demonstration and known Gap Analysis. Based on the Solution Requirements and Legacy system content, Contractor and County shall ensure that data is representative of County's business operations. If necessary, County will provide Contractor with missing representative data; and
- 2.7.1.4 COTS Solution User Manuals and Training Materials.
- 2.7.2 **Provide Demonstration Sessions Scripts and Agenda** Contractor shall create a draft demonstration agenda and presentation scripts covering all aspects of the Solution, including but not limited to:
 - 2.7.2.1 Introductory overview of Solution's features and functions, and navigation within Contractor's COTS software;
 - 2.7.2.2 System concepts and terminology;
 - 2.7.2.3 Livescan Equipment concepts and methodology;
 - 2.7.2.4 CBS Requirements overview;
 - 2.7.2.5 Functional overview of each Solution module to be reviewed;
 - 2.7.2.6 County-provided business scenarios with Contractor shall demonstrate how proposed COTS Solution will be used to support the County's detailed business Scenarios;
 - 2.7.2.7 System interface concepts and vision;
 - 2.7.2.8 User Manuals and training materials; and
 - 2.7.2.9 County project stakeholders' hands-on use and test exercises, and stakeholders' written feedback on issues, concerns, and recommendations

County Project Manager and Contractor Project Manager shall mutually agree upon each session's demonstration duration. County Project Manager will identify the stakeholder participants, not to exceed ten participants. Demonstration sessions may be divided by CBS Solution modules (e.g., Livescan Equipment booking versus ABSM functionality), as mutually agreed upon by Contractor and County. At least three Business Days prior to the scheduled Demonstration and Gap Analysis meeting(s), Contractor shall provide County Project Manager the draft agenda, presentation scripts and any other handouts, and update as directed by County.

2.7.3 **Setup Proposed Livescan Equipment and Demonstration Environment -**Contractor shall set up their proposed General Livescan configuration including peripheral components, and a private server setup or Wi-Fi for demonstrating Contractor's COTS web-based ABSM functionality at LACRIS' Norwalk Office.

2.7.4 Conduct Contractor's Proposed COTS Solution Demonstration / Gap Analysis Sessions –

Contractor shall conduct the proposed COTS solution product demonstrations as structured in Paragraph 2.7.2 (Provide Demonstration Sessions Scripts and Agenda), which includes hands-on use by the stakeholder participants.

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During the product demonstration, Contractor shall document stakeholder gap analysis feedback. Upon product demonstration completion, Contractor may remove the Livescan and demonstration equipment established in Paragraph 2.7.3 (Setup Proposed Livescan Equipment and Demonstration Environment) from County premises.

2.7.5 Document and Recap COTS Solution Demonstration / Gap Analysis Sessions –

Contractor shall document the results of the COTS solution demonstration and gap analysis sessions. Documentation for each session shall include, at minimum, the following:

- 2.7.5.1 Requirements Matrix indicating whether each Requirement is:

 a. Fit the baseline Contractor's proposed COTS Solution is
 demonstrated to fully meet the County's requirement. Contractor shall
 document how the Contractor's proposed COTS Solution is used to
 meet the requirement;
 - b. Partial Fit the baseline Contractor's proposed COTS Solution can be demonstrated to meet only part of the County's requirement. Contractor shall document how the Contractor's proposed COTS Solution is used to meet the requirement and describe the functional gap; or
 - c. Gap the baseline Contractor's proposed COTS Solution cannot be demonstrated to meet the County's requirement. Contractor shall document the gap analysis to identify alternatives to address the gap, e.g. software enhancement, procedural change, or both;
- 2.7.5.2 Solution Customizations, including all configurations (table-driven, user interface, security, and workflow), and all development/programming (interfaces, custom-designed modules etc.), required to support County's Requirements and newly released State and Federal reporting requirements (e.g. NIBRS); and
- 2.7.5.3 Documented issues using the ITL; includes a brief description, target date for resolution, action plan, and party responsible.
- 2.7.6 **Gap Analysis Report** shall be developed by the Contractor, and at a minimum shall include:
 - 2.7.6.1 County business scenarios;
 - 2.7.6.2 Demonstration / Gap Analysis Scripts;
 - 2.7.6.3 Demonstration / Gap Analysis session documentation;
 - 2.7.6.4 Description of each gap identified, alternatives considered and a recommendation for addressing each identified gap;
 - 2.7.6.5 Concept papers for each required software Customization resulting from the Gap Analysis, that describes the functionality of the Customization;
 - 2.7.6.6 Impacts to Business Operations Describe each impact and recommended course of action; and
 - 2.7.6.7 Recommendations for proceeding with the project.

The Gap Analysis Report will be reviewed and approved by the County Project Manager. The Contractor shall make any revisions specified by the County Project Manager.

- 2.7.7 **Proposed Changes Document** Based on the Gap Analysis Report:
 - 2.7.7.1 Contractor shall define, in detail, the recommended customizations to the Contractor's proposed COTS Solution, to meet the Requirements.
 - 2.7.7.2 County Project Manager shall identify and assess impacts to business operations based on the findings in the Gap Analysis Report.
 - 2.7.7.3 Any agreed-to changes between Contractor and County Project
 Manager that were not part of Contractor's original proposal to County
 which results in additional implementation costs, shall require a
 formal, executed Change Notice or Agreement Amendment issued by
 the County and approved by the Contractor, in accordance with the
 Paragraph 4 (Change to Agreement) of the Agreement.
 - 2.7.7.4 Contractor shall update the PCD to reflect the revised Requirements and corresponding Detailed Work Plan.
- 2.7.8 **Final Requirements Document** As a result of the Requirements Review and the Gap Analysis, Contractor shall create a Final Requirements (Functional / Business and Technical) Document.

The Final Requirements Document will be reviewed and approved by the County Project Manager. The Contractor shall make any revisions specified by the County Project Manager.

The Final Requirements Document will replace the Solution Requirements.

2.7.9 **Project Review Point – Requirements / Gap Analysis –** At the sole discretion of the County Project Director, as reviewed in conjunction with the OTP, a Project Review of the results of Task 3 (Requirements Review and Gap Analysis) may be conducted by the County.

2.8 Deliverable 3.1 – Completed Requirements Review Report

- 2.8.1 Updated Requirements Document DRAFT
- 2.8.2 Updated Requirements Document FINAL

2.9 Deliverable 3.2 – Completed Demonstration And Gap Analysis

- 2.9.1 Demonstration Sessions Scripts and Agenda
- 2.9.2 Solution Demonstration / Gap Analysis Sessions
- 2.9.3 Gap Analysis completed
- 2.9.4 Gap Analysis Report DRAFT
- 2.9.5 Gap Analysis Report FINAL
- 2.9.6 Proposed Changes Document DRAFT
- 2.9.7 Proposed Changes Document FINAL

- 2.9.8 Final Requirements Document DRAFT
- 2.9.9 Final Requirements Document FINAL

2.10 Task 4 – Infrastructure And Technical Assessment

Contractor shall conduct a readiness assessment/review of the technical infrastructure of all County locations [see Attachment A.4 (Equipment Locations & Inventory) and Attachment A.7 (Sample Equipment Setup Diagram) to this SOW] for the Contractor's proposed Solution.

- 2.10.1 **Infrastructure Readiness Assessment** The Contractor shall conduct assessments in the areas of hardware, network, system management, software and operational readiness (e.g., human resources, facilities, etc.).
 - 2.10.1.1 Contractor shall conduct site surveys and analyses at all site locations to determine the facilities requirements (e.g., heating, air-conditioning, lighting, electrical power, structural loading and physical access) for the law enforcement agencies housing the replacement Livescan device equipment. Contractor shall coordinate site location visits with LACRIS staff, who will notify site location personnel and accompany the Contractor to each location. Contractor shall review the network configuration at each site location to ensure that the equipment to be installed is compatible with existing network topologies. Contractor shall document all findings including any incompatibilities between the equipment to be installed and the facilities or networks (e.g., lacking wall receptacles to fully power Solution), in determining the readiness of each site for implementation.
 - 2.10.1.2 Contractor shall conduct a site survey of the Department data center, or the location where the central servers supporting the Solution are housed.
 - 2.10.1.3 Contractor shall develop an Infrastructure Readiness Assessment Document that:
 - a. Documents the findings from each site location visit, including any required facilities or network modifications required by the County and/or the Participating Agency, recommended by Contractor as corrective actions or site modifications, which may affect the timely and successful implementation of the Solution, including but not limited to, any issues associated with County or Participating Agency hardware (e.g. desktop devices, workstations, laptops, etc.), and/or LAN/WAN.
 - b. Includes complete instructions necessary to install and configure the Livescan Equipment and its peripherals, including cabling and network specifications.
 - c. Documents the findings from the Department data center site survey, including Contractor-recommended corrective actions (e.g., Contractor providing electrical power strip) site

infrastructure modifications, and/or network upgrades required for the timely and successful installation of the Contractor-provided central server and related components, based on the Solution's transaction volume statistics for the Term of the Agreement.

The Infrastructure Readiness Assessment Document will be reviewed and approved by the County Project Manager. The Contractor shall make any revisions specified by the County Project Manager.

- 2.10.1.4 **Technical Architecture Document** Contractor shall develop a Technical Architecture Document (TAD) which includes an Executive Summary of key findings and recommendations, as well as a summary of all Contractor-provided hardware, software and site modifications needed to achieve the Solution and identifies which modifications do not fall under Contractor's responsibilities. The TAD describes the various technical environments and how they will be deployed to support implementation of the Contractor's proposed Solution including:
 - 1. Production Hardware and Operating System Software Configuration and Specifications Contractor shall size and define the hardware and software configuration and specifications that shall be established for Production. Contractor shall provide the hardware/software specifications in a detailed bill of materials document in a format mutually agreed upon by both parties, which are preliminary and shall be updated as the Production criteria are fully established;
 - 2. Database Management System (DBMS) Contractor shall update the information about the DBMS to be used by the Contractor's proposed Solution, as applicable;
 - 3. Production Environment at the Department data center site appropriately sized for the entire Agreement Term. Contractor shall specify the server rack and rack-mounted servers, and define the hardware and software configuration necessary for supporting:
 - a. The CBS Solution
 - b. The development of Solution software modifications, enhancements, customizations, interfaces, and system reports.
 - c. Integrated system testing for software modifications, interfaces, and reports

- d. The Solution Environment for system acceptance testing (SAT) and user acceptance testing (UAT) prior to Go-Live.
- e. Training
- f. Load testing prior to Go-Live to validate system performance
- g. The Production Environment after Final Acceptance;
- 4. Production Environment at the Secondary Contractor-Redundant Site Contractor shall size and define the configuration established for the Contractor-hosted secondary redundant site, which shall support load balancing and perform seamless Solution failover should the primary Department data center become inoperable. Contractor shall define the requirements for dedicated network communications between the primary and secondary site, and define a secondary network communication line (e.g., VPN) when the dedicated network communication line is down;
- 5. Test Environment at the Department data center site Contractor shall specify the servers in the Production server
 rack, and define the hardware and software configuration
 necessary for a CBS Test Environment located in the
 Department data center, taking into consideration points
 2.10.1.4.3 a, b. and c. above. The CBS Test Environment
 shall be a separate set-up from the Production Environment,
 primarily used after go-live for testing components prior to
 migrating them to the Production Environment. Testing
 components include, at minimum:
 - a. System patches and upgrades
 - b. Changes required of existing internal and external interfaces
 - c. Additional Solution modifications including new interfaces and system reports, when requested by County; and
- Recommend practices and toolsets Contractor shall define practices and toolsets used for monitoring system performance and administration, including back-up and recovery, Business Continuity, incident tracking, and user support.

The TAD will be reviewed and approved by the County Project Manager. The Contractor shall make any revisions specified by the County Project Manager.

2.11 Deliverable 4 – Completed Infrastructure And Technical Assessment

- 2.11.1 Infrastructure Readiness Assessment Document DRAFT
- 2.11.2 Infrastructure Readiness Assessment Document FINAL
- 2.11.3 Technical Architecture Document DRAFT
- 2.11.4 Technical Architecture Document FINAL
- 2.11.5 Bill of Materials Document DRAFT
- 2.11.6 Bill of Materials Document FINAL

2.12 Task 5 – Implementation Assessment And Strategies

This Task 5 includes the strategies for the Contractor's Customized Solution implementation and transition to Production, based on the findings of the Infrastructure Readiness Assessment Document and final TAD (Deliverable 4 – Completed Infrastructure And Technical Assessment). The implementation strategies shall take into consideration the County's organizational and project constraints, while addressing the County's Final Requirements. The Contractor shall submit a draft of each of the implementation strategies below (Paragraphs 2.12.1 through 2.12.4) for County review as they are prepared.

This Task 5 culminates with the Contractor's creation of a comprehensive final Implementation Assessment Document (IAD). The final IAD shall open with an Executive Summary that includes key findings and recommendations, and shall include the following strategies and plans:

- 2.12.1 Software Contractor's COTS Solution Customization Development / Configuration Approach The Contractor shall specify and document the approach and processes for designing and developing software Customizations identified during the Gap Analysis [see Paragraph 2.9.5 (Gap Analysis Report FINAL) of Deliverable 3.2 Completed
 - Demonstration And Gap Analysis), and shall include:
 - 2.12.1.1 Development Methodology;
 - 2.12.1.2 Software version control;
 - 2.12.1.3 Quality assurance;
 - 2.12.1.4 Phasing/sequencing considerations; and
 - 2.12.1.5 County verification of software Customizations.
- 2.12.2 Hardware Contractor's Hardware Deployment Approach The Contractor shall specify and document their approach and processes for delivery, set-up, installation, and configuration of the following hardware components:
 - 2.12.2.1 **For Department primary data center site** Central servers, server rack, and network connectivity for the CBS Production Environment and CBS Test Environment itemized in the TAD, including the dedicated and secondary communication lines to 2.10.1.1 (4) Contractor's secondary data center site below for only the CBS Production Environment.

- 2.12.2.2 **For Contractor's secondary data center site or cloud** Central servers, server rack(s), and network connectivity to the dedicated and secondary communication lines in 2.10.1.4 (4) Department primary data center site above, itemized in the TAD and for a load-balanced, redundant and seamless failover of the CBS Production Environment.
- 2.12.2.3 **Livescan devices and peripherals** at Participating Agency locations (see 'Livescan Equipment Locations & Inventory' Exhibit D to this SOW). Using the results of the site locations surveys from the final Infrastructure Readiness Assessment document (Deliverable 4 Completed Infrastructure And Technical Assessment), Contractor shall include an installation plan that addresses the following:
 - a. Task plan that addresses hardware procurement schedules, quantities, and delivery strategy, storage and off-site equipment preparation, installation tasks and hardware checklist (e.g., cables, device peripherals), responsibilities, resource requirements, equipment layout type [see Attachment A.7 (Sample Equipment Setup Diagram) to this SOW] per location, and testing steps to verify correct hardware/software installations; and
 - b. Rollout/installation schedule (e.g., phase 1 UAT rollout to site locations a, b, and c. After UAT rollout, phase 2 rollout date [mm/dd/yyyy] to site locations d, e and f, etc.) taking into consideration that phase 1 will be a controlled rollout at site locations designated by the County Project Manager for preliminary implementation.
- 2.12.2.4 The CBS Solution must complete the User Acceptance Test (UAT) before proceeding to installations for phases 2 and beyond.
- 2.12.2.5 Contractor's arrangements for storing equipment prior to installation, and transporting equipment to meet the rollout schedule
- 2.12.3 **Test Strategy** The Contractor shall specify and document the strategy, approach, and processes for testing the customized proposed Solution in a test plan format mutually agreed upon by both parties.
 - 2.12.3.1 <u>Unit Test (Module Test)</u> These tests are conducted during the development process solely by the Contractor, to ensure each module or unit works as specified.
 - 2.12.3.2 <u>Factory Acceptance Test (FAT)</u> These tests are conducted by Contractor staff with County stakeholders' observation at the Contractor's site, to ensure each CBS module or unit works as specified in the Final Design Document, interfaces are demonstrated through simulation, and the Solution functions within the system performance requirements.

- 2.12.3.3 System Acceptance Test (SAT) These tests are conducted by Contractor staff with County stakeholders' observation at a County site designated by the County Project Manager to make sure all the components / modules / interfaces work together and are complete, integrated, error free and meet the Final Requirements and specifications. When there is a change, Contractor shall conduct regression testing to any component. Regression testing is conducted to ensure there is no impact on other components or modules.
- 2.12.3.4 Operational Readiness Test These tests are performed at the final stage of testing by Contractor, during Transition to Production (Paragraph 2.45 (Task 12 Transition To Production), and in conjunction with the County's LACRIS team at the LACRIS Norwalk office and no more than five Livescan site locations designated by the County Project Manager. Contractor tests its CBS Solution's readiness for production including:
 - a. Software installation and configuration;
 - b. System reliability and security;
 - c. System failover from Department primary data center to the Contractor's secondary data center, for seamless use by County;
 - d. System rollback to Department's primary data center;
 - e. Database backup and recovery;
 - f. Regression testing where necessary; and
 - g. Contractor's Business Continuity Strategy (Paragraph 2.1.10).
- 2.12.3.5 <u>User Acceptance Test (UAT)</u> The UAT ensures that the Contractor's CBS Solution meets all the Final Requirements. These tests are performed by County stakeholders, after CBS Training (Task 10, Paragraph 2.36) during Transition to Production (Task 12, Paragraph 2.45). Contractor shall observe and document the bugs and proposed remedies and enhancements discovered. UAT will occur centrally at the LACRIS Norwalk office, together with not more than five Livescan site locations, as designated by the County Project Manager.
- 2.12.3.6 Performance Test –Tests the performance of the Contractor's Customized COTS Solution in relationship to County's Final Requirements. This test ensures that the Contractor's CBS Solution meets all system performance Requirements when deployed to all Users and receiving/processing/sending interface transactions, when the Solution is used during peak workloads. Contractor shall use 3rd party software load performance tools for

verifying System Performance Requirements as specified in Paragraph 5.4 (System Performance Requirements) of Exhibit C (Service Level Agreement) for verifying System Response Time Baselines listed in Schedule C.4 (Solution Response-Time Requirements) to Exhibit C (Service Level Agreement), and further described in Paragraph 5.4 (System Performance Requirements) of Exhibit C (Service Level Agreement).

- 2.12.4 **Interface Strategy** The Contractor shall specify and document the strategy, approach, and processes (and toolsets, if applicable) for designing, developing, testing, and certifying inbound and outbound system interfaces to meet the Final Requirements specified in Paragraph 2.9.9 (Final Requirements Document Final) of Deliverable 3.2 Completed Demonstration And Gap Analysis, and Attachment A.3 (System Interfaces) to this SOW. The Interface Strategy shall include:
 - 2.12.4.1 An inventory of system interfaces that identifies whether it is inbound, outbound, or only a link with no data integration;
 - 2.12.4.2 Toolsets to be used, if any;
 - 2.12.4.3 Standards and formats for interface designs;
 - 2.12.4.4 The type of data that is being interfaced;
 - 2.12.4.5 The target or source system(s);
 - 2.12.4.6 The mode (batch file vs. real time update);
 - 2.12.4.7 The frequency that the interface needs to be run;
 - 2.12.4.8 Data Conversion Process required for inbound and/or outbound data. Note: this is ETL (Extraction-Transformation-Load) process;
 - 2.12.4.9 Certification Process; and
 - 2.12.4.10 Acceptance Criteria.
- 2.12.5 **Security Strategy** Contractor shall specify a strategy to implement the security requirements specified in the Agreement. The strategy shall include a discussion of the security certification process and Acceptance criteria to validate the implementation.
- 2.12.6 Data Conversion Strategy from Legacy System(s)

The CBS Solution requires data tables (e.g., crime codes, originating agency identifier (ORI), Livescan identifier (LSID)) replicated from the Legacy System(s). Working with LACRIS technical staff, Contractor shall identify the relevant data tables requiring replication, and means to load them into the CBS Solution (e.g., comma-separated values or CSV, Excel worksheet, handentered by Contractor). The Legacy System(s) existing booking forms data will not require conversion to the CBS Solution, however Contractor shall identify and populate the CBS Solution Environment with Department-equivalent data necessary for FAT, SAT, Training, UAT and the CBS Test Environment. Upon successful completion of Deliverable 12 – Transition To Production Completed, Contractor shall purge all booking forms and relevant

data from the CBS Solution Environment generated up to UAT for both the primary and secondary data centers.

- 2.12.7 **Report Development Strategy** The Contractor shall specify and document:
 - 2.12.7.1 The approach and processes for addressing County's reporting requirements specified in the Solution Requirements;
 - 2.12.7.2 The approach for designing, developing, and/or testing COTS predefined reports to meet the Solution Requirements;
 - 2.12.7.3 Toolsets used, if any;
 - 2.12.7.4 An inventory of reports that identifies:
 - a. Report Name;
 - b. Brief description on how the report will be used;
 - c. Whether the report exists in COTS or is new;
 - d. The information captured on the report;
 - e. The targeted audience/distribution list;
 - f. The recommended frequency the report needs to be generated; and
 - g. Whether generating the report is on-demand or scheduled during non-peak hours.
 - 2.12.7.5 Certification Process; and
 - 2.12.7.6 Acceptance Criteria.

2.12.8 **Training and System Documentation Strategy** - The Contractor shall specify and describe:

- 2.12.8.1 The approach and processes for technical and T3 training, and the creation of accompanying documentation. The Strategy includes but is not limited to:
 - a. Targeted training groups, estimated number of participants, and number of courses;
 - b. Procedures, roles and responsibilities for administering training from the CBS Solution Environment:
 - c. Methodology that Contractor will use to purge data records generated during training;
 - d. Methodology on training users after the CBS Solution's system implementation (Task 14 Ongoing Post-Implementation Maintenance And Support); and
 - e. Logistics that County will need to arrange (Classrooms, material distribution, user list).
- 2.12.8.2 The development of the user reference manuals by training groups, training materials and exercises;
- 2.12.8.3 The development of the systems administration and operations manual;

- 2.12.8.4 A preliminary training curriculum based on the Final Requirements Document (Deliverable 3.2 Completed Demonstration and Gap Analysis);
- 2.12.8.5 User certification process; and
- 2.12.8.6 Acceptance criteria.
- 2.12.9 **Transition to Production: Production Cutover Strategy** The Contractor shall develop a comprehensive Solution Migration Strategy from the Legacy Systems to the Contractor's CBS Solution. Proposer shall consider:
 - 2.12.9.1 Site installation requirements for Central Server;
 - 2.12.9.2 Site installation requirements for the Livescan Devices, including networking to the Central Servers;
 - 2.12.9.3 Migration strategy: Activities, events, and resources required to migrate from the Legacy System(s) to the Contractor's proposed COTS Solution:
 - 2.12.9.4 A Readiness Checklist which includes the processes and checklists for implementation including:
 - a. Infrastructure Readiness Checklist;
 - b. Software Readiness Checklist;
 - c. Interface Readiness Checklist:
 - d. Database Readiness Checklist:
 - e. Security Readiness Checklist;
 - f. Data Conversion Checklist;
 - g. System Configuration Checklist; and
 - h. Organizational Readiness Checklist.
 - 2.12.9.5 Approach to configuring user roles; e.g. mapping specific functions to specific roles, and specific roles to individuals;
 - 2.12.9.6 An approach for user support during Pilot Cutover (if applicable);
 - 2.12.9.7 An approach for user support during Production Cutover;
 - 2.12.9.8 Certification process;
 - 2.12.9.9 An update to the Implementation Failure Fallback Plan to return County operations to the Legacy Systems in case one or more CBS rollout phases cause Major Deficiencies that Contractor cannot remedy to County's satisfaction (see Paragraph 2.1.12 (Implementation Failure Fallback Plan) and Exhibit C (Service Level Agreement); and
 - 2.12.9.10 Acceptance criteria.
- 2.13 Deliverable 5 Completed Implementation Assessment and Strategies
 - 2.13.1 Implementation Assessment Document (IAD) DRAFT
 - 2.13.2 Implementation Assessment Document (IAD) FINAL
- 2.14 Task 6 Design Review Of Contractor's Customized Solution, Final Design
 - 2.14.1 **Contractor's Customized COTS Solution Design Review** Contractor shall prepare a draft design document that identifies software changes and

customizations to the Contractor's proposed Solution, based on the Final Requirements Document (Deliverable 3.2 – Completed Demonstration and Gap Analysis). Once the draft is reviewed and approved by the County Project Manager, Contractor shall conduct multiple feedback sessions on County premises, as determined by the County Project Manager, with key County stakeholders for technical feedback, thus ensuring the accuracy and completeness of the CBS Design Review document. These feedback sessions shall include:

- 2.14.1.1 A review of the data model;
- 2.14.1.2 A live demonstration of the Solution, where available. Contractor shall provide all hardware and software for this demonstration, at no cost to County, and remove hardware after the last session;
- 2.14.1.3 A review of the mockup or storyboard design of the proposed user interface(s) (if no live demonstration is available); and
- 2.14.1.4 A review of contract-established system performance requirements and Contractor's means and affirmation on how they will accomplish this.

2.14.2 Final Design Document - As a result of these feedback sessions, Contractor shall:

- 2.14.2.1 Update the Contractor's proposed customizations to the Contractor's proposed COTS Solution design and create a Final Design Document which provides design details for the Solution specifications, processes, function hierarchy, and data models; resulting in the implementation of Contractor's Customized Solution.
- 2.14.2.2 Provide detailed narrative descriptions of processes, and mockups or storyboard designs of the user interface(s) and all applicable user interface(s) actions.

2.14.2.3 Document for each Requirement in the Final Requirements Document whether that Requirement will:

- a. Be met with the out-of-the-box COTS Solution; or
- b. Require only configuration settings within the COTS Solution; or
- c. Require customizations to an existing Module (e.g., programming modifications, data fields added to existing tables); or
- d. Be developed as a new Module (e.g., programming, data tables required); or
- e. Require customizations/development for other CBS Solution area (e.g., reports, interfaces).

Document for each Requirement in the Final Requirements Document whether that Requirement is impacted:

- a. By any Interface, identifying the interface(s);
- b. By Federal, State, or other compliance standards, identifying the standard(s); and
- c. By the System Performance Requirements as specified in Paragraph 5.4 (System Performance Requirements) of Exhibit C (Service Level Agreement).

The Final Design Document shall:

- a. List each licensed software product used to implement the Solution, identified as proprietary or 3rd party software's name and manufacturer;
- b. Include complete workflows for all operational user and administrative functions; and
- c. Include details on the Solutions database design, interface design, and equipment installation drawings.

The updated Final Design Document will be reviewed and approved by the County Project Manager. Contractor shall make any revisions specified by the County Project Manager.

- 2.14.3 **Define and Evaluate Changes to the Contractor's Proposed COTS Solution Design** including change requests, costs, funding, and approval.
 - 2.14.3.1 The Contractor shall document the differences and changes between the Contractor's Original proposed Solution design and the Final Design Document. Documentation shall include detailed information by item, and itemize any additional costs the Contractor proposes to the Solution.
 - 2.14.3.2 These changes will be evaluated by the County Project Director.

 Any agreed-to changes may result in a formal Change Notice issued in accordance with the change process specified in Paragraph 4 (Changes to Agreement) of the Agreement. Contractor shall remove from the Final Design Document any changes to the Solution requiring additional costs that the County Project Director, in their sole discretion, does not agree to. Contractor shall submit the revised Final Design Document to the County Project Manager for review and approval.
 - 2.14.3.3 Contractor shall update the PCD to reflect the County approved Final Design Document.
- 2.14.4 **Project Review Point** Customized COTS Solution / Design and Final Design At this point, at the direction of the OTP in consultation with the County Project Director, a project review of the results of this Task 6 (Design Review Of Contractor's Customized Solution, Final Design), may be conducted by the County.

2.15 Deliverable 6 – Completed Customized COTS Solution Design Review And Final Design

- 2.15.1 Final Design Document DRAFT
- 2.15.2 Final Design Document FINAL

2.16 Task 7 – Contractors COTS Solution Customization (Development/ Configuration) and Factory Acceptance Test

While the County is not responsible for the Customization (configuration and/or development / programming) effort, the County will assist the Contractor in ensuring that the completed Customization effort meets the Final Requirements, as specified in the Contractor's Customized COTS Solution, and the agreed-to Final Design Document (Deliverable 6 – Completed Customized COTS Solution Design Review And Final Design).

2.17 Subtask 7.1 – Establish Customization Environment (Development Configuration)

In preparation for CBS customization and unit testing, Contractor shall build a Customization environment based on the Contractor's configuration for the Contractor-hosted secondary redundant site from the final TAD and Bill of Materials Document.

This customized environment hardware/software configuration will, later in project implementation, serve as Contractor's secondary data center site or cloud configuration used for load balancing, system redundancy, and seamless failover to the Department primary data center, and meet system disaster recovery needs.

Contractor's Customization environment build shall include (as applicable):

- 2.17.1 System hardware, infrastructure, and physical facilities;
- 2.17.2 Operating software, DBMS, network, virtualization;
- 2.17.3 Any required third-party software or toolsets;
- 2.17.4 Network connectivity (as required within the scope required for this project);
- 2.17.5 Access controls, as appropriate, for authorized Contractor project team members to install, configure, maintain, and use Application Software and middleware;
- 2.17.6 Processes and mechanisms for security administration, including applicable integration with network security, workstation sign-on, and data center security;
- 2.17.7 Backup and recovery operations;
- 2.17.8 Baseline Contractor's proposed COTS Solution requiring customization;
- 2.17.9 Baseline Configuration;
- 2.17.10 Processes and mechanisms for integration and change control of software, data, user profiles, etc.;
- 2.17.11 Processes for database administration; and
- 2.17.12 Processes for performance monitoring.

2.18 Subtask 7.2 – Develop CBS Solution Customization

- 2.18.1 Contractor shall customize the COTS Solution. The Customization process shall be based on the following County-approved Deliverables:
 - 2.18.1.1 Final TAD (Deliverable 4 Completed Infrastructure and Technical Assessment);
 - 2.18.1.2 Final IAD (Deliverable 5 Completed Implementation Assessment and Strategies), including but not limited to:
 - a. Interface Strategy
 - b. Security Strategy
 - c. Reporting Strategy
 - 2.18.1.3 Final Design Document (Deliverable 6 Completed Customized COTS Solution Design Review And Final Design).
- 2.18.2 All required modifications shall be made as part of this Subtask. The Customization process shall transform the Contractor's proposed COTS solution into the Contractor's CBS Solution.
- 2.18.3 Contractor shall develop the specified Interfaces to Department internal and external systems, as provided in the Interface Strategy section of the final IAD (Deliverable 5 Completed Implementation Assessment and Strategies).
- 2.18.4 Contractor shall conduct all regression testing of software enhancements incorporated into the Contractor's customized Solution.

This Subtask shall result in a fully functional Solution (Contractor's Customized COTS Solution) that meets the Final Requirements, and is ready for FAT (Subtask 7.4 – Conduct Factory Acceptance Testing), as specified in the Final Design Document.

2.19 Subtask 7.3 – Develop CBS Solution Test Script Document

Contractor shall develop and utilize test scripts to demonstrate to County's satisfaction for each component of the Final Design Document (Deliverable 6 – Completed Customized COTS Solution Design Review And Final Design) in satisfaction of the Final Requirements. The Test Script Document shall:

- a. Reference the Requirement number;
- b. Identify the number of tests to be performed for each Requirement by major subsystems or components;
- c. Test script descriptive;
- d. Test input values; and
- e. Test expected results.

All Requirements shall be included in the Test Script Document, for testing during FAT, SAT, and/or UAT.

2.20 Subtask 7.4 – Conduct Factory Acceptance Testing

The purpose of the Factory Acceptance Test (FAT) is to ensure that the basic capabilities are available and work in a factory setting, and that the documentation associated with the Solution reflects its design and is usable when implemented at

County. These tests, conducted at a Contractor-designated location, are oriented toward verifying as much functionality, hardware, interface requirements, performance requirements, accuracy requirements and documentation as possible, prior to deployment of the Solution to County locations. FAT shall include all tests necessary to confirm all Final Design Document and Final Requirements Document (Deliverable 6 – Completed Customized COTS Solution Design Review And Final Design) have been satisfied, including using the final Test Script Document (Deliverable 7.3 – Contractor's Test Script Document Completed). FAT shall also include all tests necessary to demonstrate to County's satisfaction, the requirements from any third-party (e.g. Livescan device being a manufacturer other than the Contractor) subordinate specifications.

- 2.20.1 Prior to FAT, Contractor shall prepare a FAT Plan identifying activities that will occur, and submit the plan for approval. The FAT Plan shall contain at minimum:
 - a. FAT sessions' itinerary;
 - b. Test scripts handouts, in a format mutually agreed upon by both parties but where County staff can document test results;
 - c. Contractor's methodology in demonstrating Interfaces through simulation;
 - d. Draft User Manuals and training materials; and
 - e. Inventory listing of Contractor's secondary site's central hardware and software specified in the final TAD and Bill of Materials Document (Paragraphs 2.11.4 (Technical Architecture Document FINAL) and 2.11.6 (Bill of Materials Document FINAL)), for County's inspection and approval.
- 2.20.2 Contractor shall conduct the FAT and document all findings, including at minimum:
 - a. Solution bugs requiring Contractor design modifications;
 - b. System enhancements (functionality recommended during FAT but not included in the Final Design Document (Deliverable 6 Completed Customized COTS Solution Design Review And Final Design));
 - c. Functionality performance measurements that occurred during FAT and whether they passed or failed Solution Response-Time Requirements (Schedule C.4 to Exhibit C (Service Level Agreement));
 - d. Functionality that could not be tested and deferred to System Acceptance Testing (SAT);
 - e. Needed modifications to User Manuals and training materials;
 - f. Any questions requiring further investigation;
 - g. Action items for later resolution; and
 - h. Mutually agreed upon decisions.
- 2.20.3 Contractor shall provide County all raw images and related data captured during FAT, for County's evaluation in its legacy system. County will notify Contractor of any inconsistencies requiring Contractor's investigation, mitigation, and documentation.

Contractor shall document the above results in a FAT Report, for County's review and approval. Contractor and County Project Directors shall jointly review the FAT Report to determine the readiness of the Solution to initiate System Acceptance Testing (SAT).

- 2.20.4 The County Project Director, in their sole judgment, shall determine whether Contractor successfully completed FAT. If so, Contractor shall proceed with SAT. If not, Contractor shall resolve the issues documented in the FAT report and conduct additional FAT session(s) until the County Project Director approves its successful completion.
- 2.21 Deliverable 7.1 Customization Environment Established
- 2.22 Deliverable 7.2 Contractor's Customized COTS Solution Completed
- 2.23 Deliverable 7.3 Contractor's Test Script Document Completed
 - 2.23.1 Test Script Document DRAFT
 - 2.23.2 Test Script Document FINAL
- 2.24 Deliverable 7.4 Factory Acceptance Test Completed
 - 2.24.1 FAT Plan(s) DRAFT
 - 2.24.2 FAT Plan(s) FINAL
 - 2.24.3 FAT Report(s) DRAFT
 - 2.24.4 FAT Report(s) FINAL
- 2.25 Task 8 CBS Solution Installation, Production And System Acceptance Test Upon successful completion of FAT as documented in the final FAT Report (Paragraph 2.24.4 (FAT Report(s) FINAL)), Contractor shall install the Solution on County premises with Contractor-provided hardware at the central server site, and up to five selected Livescan sites, designated by the County Project Manager. Contractor shall deliver, install, and configure equipment before conducting CBS System Acceptance Test (SAT), for County's approval.
- 2.26 Subtask 8.1 Central Server Primary Site Set Up

Contractor shall deliver, install and configure the central servers at the Department's data center. The hardware and software configuration shall be based on the processes and specifications from the final TAD and bill of materials document (Paragraphs 2.11.4 (Technical Architecture Document – FINAL) and 2.11.6 (Bill of Materials Document – FINAL)), and minimally include:

- a. System hardware, operating software, DBMS, virtualization, and any required third-party software and/or toolsets;
- Remote access controls, as appropriate, for authorized Contractor project team members to install, configure, maintain, and use the Application Software and middleware;
- c. Connection to Department's network;

- d. Connection to Contractor's secondary redundant site from Deliverable 7.1 (Customized Environment Established), using the Contractor-provided dedicated communication line and secondary communication line (Paragraph 2.10.1.4(4)); and
- e. Backup and recovery operations.

Contractor shall create an inventory checklist of Contractor's primary site's central hardware and software, as specified in the final TAD (Deliverable 4 – Completed Infrastructure And Technical Assessment), for County's inspection and approval.

2.27 Subtask 8.2 – CBS Solution Environment Set Up

Configure the Solution Environment, which will minimally include:

- a. Central server functionality, such as security roles, and remote access;
- b. Importing and configuring all data tables identified in the Implementation Assessment Document (Deliverable 5 Completed Implementation Assessment and Strategies) (e.g., crime codes, ORI, LSID, *et al.*) from the Legacy System(s);
- c. Importing and configuring all Department-equivalent data necessary for testing;
- d. Establishing network connections to the Livescan Devices set up (Deliverable 8.2);
- e. Establishing and testing System Interfaces (Attachment A.3 to this SOW), or identify interface strategy test approach to be used during UAT;
- f. Establishing the ABSM browser application's web address for the secured network;
- g. Establishing and testing system monitoring tools;
- h. Configuring CBS reports;
- i. Establishing and testing the Contractor-provided direct network communication line between the primary central server site at Department and the Contractor-hosted secondary redundant site; and
- j. Testing connectivity, system redundancy and load balancing between the primary and secondary server sites.

2.28 Subtask 8.3 – Livescan Devices Set Up

Contractor shall deliver, install and configure no more than ten Livescan devices and its peripherals at the LACRIS' Norwalk office, and no more than five Livescan site locations designated by the County Project Manager. The Livescan devices' hardware and software configuration shall be based on the processes and specifications from the final TAD and Bill of Materials Document (Paragraphs 2.11.4 (Technical Architecture Document – FINAL) and 2.11.6 (Bill of Materials Document – FINAL)), and minimally include:

- a. Livescan and peripheral configurations specific to that location site (Attachment A.4 (Equipment Location and Inventory) to this SOW);
- b. The coordination of equipment installation and setup with LACRIS and applicable Participating Agency staff;
- c. The configuration of all network connections;
- d. The configuration of Livescan software, including network printer connections;
- e. The removal and discarding of equipment packaging materials; and

f. The creation of an inventory checklist for each installation, that includes the model and serial numbers of each equipment component and I/P addresses when applicable. Each inventory checklist shall be approved by LACRIS or Participating Agency staff prior to Contractor staff leaving the site.

2.29 Subtask 8.4 – System Acceptance Test

- 2.29.1 The purpose of the System Acceptance Test (SAT) is to:
 - a. Demonstrate that the Solution's equipment is installed correctly and operates at the functional and performance levels within the County's PAC50 Network, both inside the Sheriff's Data Network (SDN) and outside (to the Participating Agencies);
 - b. Verify those requirements that could not be verified during FAT (such as operations using a remote sites' network);
 - c. Verify the System Performance Requirements (throughput, accuracy and reliability) using 3rd party software load performance tools, multiple workstations, etc., meets those stated in the system performance requirements under Final Requirements (Deliverable 3.2 Completed Demonstration And Gap Analysis); and
 - d. Verify that the integrated sum, including remote site testing, is at least as functional as the sum of the individual parts.
- 2.29.2 Contractor shall prepare a SAT Plan identifying activities that will occur, and submit the plan for approval. The SAT Plan shall contain at minimum:
 - a. SAT sessions' itinerary;
 - b. SAT-specific test scripts handouts described above and formatted where County staff can document test results;
 - c. Methodology in demonstrating interfaces real-time or through simulation, if real-time interface testing to outgoing systems cannot occur. County Project Manager shall approve, prior to interface testing, all demonstrations conducted through simulation;
 - d. Methodology in demonstrating Livescan functionality when it's communicating with the Central Servers, versus functioning as standalone; and
 - e. Methodology in demonstrating both server failover and load balancing, from the Solution's primary site at Department's data center to the Contractor-hosted secondary redundant site.
- 2.29.3 One week prior to the scheduled SAT, Contractor shall conduct a readiness review identifying all the steps required prior to the SAT sessions. Contractor and County shall verify that all the required steps were completed (e.g., loading data table values [e.g., crime codes, ORI, LSID] replicated from the Legacy Systems).
- 2.29.4 Contractor shall conduct a script-based SAT as similar to FAT. When necessary, Contractor shall modify the FAT test scripts [see Paragraph 2.22 (Deliverable 7.3 Contractor's Test Support Document Completed)] to meet expected SAT test results and/or business process changes identified during FAT. Contractor shall include additional test scripts not relevant during the FAT process. When applicable, test scripts requiring repeatability shall be

- identified as such, where repeatability often requires cleaning out files and buffers that were changed as the result of a test step when the changed data is no longer needed by the system.
- 2.29.5 Contractor shall conduct the SAT and document all findings, including at minimum:
 - a. Solution bugs requiring Contractor design modifications;
 - b. System enhancements (functionality recommended during SAT but not included in the Final Design Document (Deliverable 6 Completed Customized COTS Solution Design Review And Final Design));
 - c. Functionality performance measurements experienced during SAT and whether they passed or failed the system performance requirements under Final Requirements (Deliverable 3.2 Completed Demonstration And Gap Analysis);
 - d. Functionality that could not be tested (e.g., simulated Interface testing) and deferred to User Acceptance Testing (UAT);
 - e. Any modifications to the specifications from the final TAD and Bill of Materials Document (Paragraphs 2.11.4 (Technical Architecture Document FINAL) and 2.11.6 (Bill of Materials Document FINAL)), due to not meeting system performance measurements; and
 - f. Any questions requiring further investigation, action items for later resolution, and mutually agreed upon decisions.
- 2.29.6 Contractor shall document the above results in a SAT Report, for County's review and approval. Contractor and County Project Directors shall jointly review the SAT Report to determine the readiness of the Solution to initiate UAT.

The County Project Director, in their sole judgment, shall determine whether Contractor successfully completed SAT. If so, Contractor shall proceed with Solution Documentation (Task 9 – Solution Documentation). If not, Contractor shall resolve the issues documented in the SAT report and conduct additional SAT session(s) until the County Project Director approves its successful completion.

2.30 Deliverable 8.1 – Central Server Primary Site Set Up Completed

- 2.30.1 Data center installation completed. Primary site's central hardware and software, as specified in the final TAD and Bill of Materials Document (Paragraphs 2.11.4 (Technical Architecture Document FINAL) and 2.11.6 (Bill of Materials Document FINAL)), for County's inspection and approval.
- 2.30.2 Data center inventory checklist approved by County Project Manager.

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2.31 Deliverable 8.2 – CBS Solution Environment Set Up CompletedConfirmation from Contractor that the CBS Solution is ready for SAT

2.32 Deliverable 8.3 – Livescan Devices Set Up Completed

An approved inventory checklist for each installation, based on equipment specifications from the final TAD and Bill of Materials Document (Paragraphs 2.11.4 (Technical Architecture Document – FINAL) and 2.11.6 (Bill of Materials Document – FINAL)).

2.33 Deliverable 8.4 – System Acceptance Test Completed

- 2.33.1 SAT Plan(s) DRAFT
- 2.33.2 SAT Plan(s) FINAL
- 2.33.3 SAT Report(s) DRAFT
- 2.33.4 SAT Report(s) FINAL

2.34 Task 9 – Solution Documentation

- 2.34.1 Contractor shall draw up and finalize the CBS Solution's documentation as specified in the IAD (Deliverable 5 Completed Implementation Assessment and Strategies), taking into consideration the documented modifications addressed in the final FAT Report.
- 2.34.2 Solution documentation shall be provided to LACRIS in electronic and hardcopy, as desktop icons on the Livescan desktop screens, and as ABSM on-line help within the web-based module. User documentation shall describe the components, functions and operations of each component of the equipment. Operations descriptions shall include a list and description of all error conditions, as well as the associated error messages displayed and the action required of the operator for each error condition. Contractor documentation includes at minimum:
 - a. System User Manuals for each CBS Solution component, including user operation (manuals), interfaces and audit trails;
 - b. Quick Reference Guides that highlight how to perform common key operations using the CBS Solution;
 - c. Training materials that Contractor trainers use when training County's train-the-trainer staff (e.g., class itinerary, PowerPoint presentations, subject class' written test for User certification);
 - d. Training materials that County's train-the-trainer staff use when training end-users;
 - e. CBS Solution's Data Dictionary listing data tables for all Solution components and modules including audit trail. The Data Dictionary shall include table names, fields in each table, table's primary and combination key fields, and field links between tables;
 - f. Documentation to support the LACRIS Help Desk's troubleshooting, as a desk reference;
 - g. Content-sensitive online user help resources for all aspects of the CBS Solution, accessible within the CBS Solution's screens; and

- h. Computer-based training tools (e.g., streaming video), for CBS Solution components, so that end-Users can perform refresher training when required.
- 2.34.3 The CBS Solution documentation components will be reviewed and approved by the County Project Manager. Contractor shall make any revisions specified by the County Project Manager.

2.35 Deliverable 9 – Solution Documentation Completed

- 2.35.1 System User Manuals
- 2.35.2 Training Materials
- 2.35.3 Maintenance and Support Service Level Agreement
- 2.35.4 Computer-based Training tools

2.36 Task 10 – Training

Contractor shall prepare a Training Plan, conduct on-site (County's Norwalk offices) train-the-trainer classes, and participate in a select number of training classes to provide feedback to instructors.

2.37 Subtask 10.1 – Training Plan

Contractor shall draw up and finalize a Training Plan, using as a basis the final Implementation Assessment Document, Training and System Documentation Strategy section (Deliverable 5 – Completed Implementation Assessment and Strategies). The Training Plan shall include fundamentals for both technical and user training, and at minimum include:

- a. Training objectives, approach (methods employed) and assumptions (e.g., classroom size);
- b. Training course descriptions and curriculum by course subject, purpose and topics covered;
- c. Training approach, taking into consideration training methodologies after CBS go-live and based on a rolled-out implementation plan;
- d. Training equipment requirements, Contractor and County staffing resources, and test data required for both the Solution and Test Environments;
- e. Course training schedule calendar for both Contractor-responsible train-the-trainer and County-responsible training end-users; and
- f. Support materials needed for each course subject, based on and reconciled with Deliverable 2.35.2 (Training Materials).

The Training Plan will be reviewed and approved by the County Project Manager. Contractor shall make any revisions specified by the County Project Manager.

2.38 Subtask 10.2 – Conduct System Training

Using the CBS Solution Environment (Subtask 8.2 – CBS Solution Environment Set Up), Contractor shall conduct four types of courses as follows:

a. <u>Train-the-Trainer, Livescan Device</u> – This course shall cover all CBS Livescan (including biometric captures for fingerprints, mugshots, SMT (scars, marks,

- and tattoos), and iris capture) functionality associated with the new CBS Solution. The course will provide hands-on instruction on the Livescan Device for manual and automated processing. "Hands-on" requires that each student have access to a fully functional Livescan Device (Subtask 8.3 Livescan Devices Set Up) and training database during the training sessions. The course shall accommodate a maximum of five participants.
- b. <u>Train-the-Trainer</u>, <u>ABS Module</u> This course shall cover all CBS Automated Booking Solution Module (ABSM) functionality associated with the new CBS Solution. The course will provide hands-on instruction for ABSM processing. The course shall accommodate a maximum of ten participants.
- c. <u>CBS Help Desk</u> This course will be at least four hours long and provide a technical overall view of the Solution and provide methods to manage and resolve minor incidents quickly and effectively. This course will need to accommodate approximately twelve participants initially and then annually for the duration of the Agreement for approximately twelve participants to accommodate new Help Desk personnel and keep existing staff current.
- d. <u>Managers and Supervisors</u> This course will cover CBS management functions. The course will be at least four hours and provide hands-on instruction on accessing and producing management reports, creating user accounts, and performing audits and inquiries using the tools provided by the System for approximately twenty participants.

Contractor shall document questions, issues, any system bugs, and other suggestions (e.g., future CBS Solution product enhancements) posed from each course event, and submit a Post-Training Recap Report to the County Project Manager. Contractor shall make any revisions specified by the County Project Manager.

2.39 Subtask 10.3 – Participate In End-User Training

Contractor shall monitor end-user training classes conducted by LACRIS instructors. Contractor shall participate in up to four Livescan and four ABSM classes each, as designated by the County Project Manager, and at minimum:

- a. answer any questions or issues brought up during the class, when prompted by the LACRIS instructor conducting the training;
- b. provide the LACRIS instructor with recommendations on improvements for future classes at the end of each class; and
- c. document any revisions necessary to the training materials.

Contractor shall provide the County Project Manager with a written recap of findings from the end user training. Contractor shall make any revisions specified by the County Project Manager.

2.40 Deliverable 10 – Training Completed

- 2.40.1 Training Plan DRAFT- FINAL
- 2.40.2 Post-Training Recap Report DRAFT FINAL

2.40.3 End-user Training Recap Report – DRAFT -FINAL

2.41 Task 11 – CBS Test Environment

Contractor shall establish the Test Environment, load sample data and data dictionaries, and connect Livescan devices and interfaces to the CBS Test Environment.

2.42 Subtask 11.1 – Establish CBS Test Environment

Contractor shall deliver, install and configure the Central Servers at Department data center's primary site for the CBS Test Environment. The hardware and software configuration shall be based on the processes and specifications from the final TAD and Bill of Materials Document (Paragraphs 2.11.4 (Technical Architecture Document – FINAL) and 2.11.6 (Bill of Materials Document – FINAL)), and minimally include:

- a. System hardware, operating software, DBMS, virtualization, and any required third-party software and/or toolsets;
- Remote access controls, as appropriate, for authorized Contractor project team members to install, configure, maintain, and use the Application Software and middleware;
- c. Connection to Department's network; and
- d. Backup and recovery operations.

Contractor shall provide an inventory listing of Contractor's primary site's central hardware and software specified in the final TAD (Deliverable 4 – Completed Infrastructure And Technical Assessment) for the CBS Test Environment, for County's inspection and approval.

2.43 Subtask 11.2 – Configure CBS Test Environment

Contractor shall configure the CBS Test Environment by, at minimum, performing the following:

- a. Load sample data that closely resembles County live data [see Paragraph 2.12.6 (Data Conversion Strategy from Legacy System(s))];
- b. Load data dictionary tables (e.g., crime codes, ORI, LSID), as detailed in Paragraph 2.12.6 (Data Conversion Strategy from Legacy System(s));
- c. Establish connections to no more than five Livescan devices, as designated by the County Project Manager, and configure CBS Test Environment to these Livescan devices;
- d. Establish connections to the System Interfaces; and
- e. Establish an ABSM test web address.

Contractor shall draft a CBS Test Environment Check-List, identifying all steps performed in the configuration, and submit to the County Project Manager. Contractor shall correct any issues discovered in County's inspection, as advised by the County Project Manager, and update/finalize the CBS Test Environment Check-List.

2.44 Deliverable 11 – CBS Test Environment Completed

- 2.44.1 Data center installation completed. Primary site's central hardware and software, as specified in the final TAD and Bill of Materials Document (Paragraphs 2.11.4 (Technical Architecture Document FINAL) and 2.11.6 (Bill of Materials Document FINAL)), for County's inspection and approval.
- 2.44.2 CBS Test Environment Check-List.

2.45 Task 12 – Transition To Production

Contractor shall perform CBS Solution testing and preparedness, for County's authorization in this last Task prior to System Implementation, assuring that the CBS Solution is certified fully functional and ready for production use. Based on the final Implementation Assessment Document or IAD (Deliverable 5 – Completed Implementation Assessment and Strategies), Contractor shall at minimum conduct the following:

- 2.45.1 Operational Readiness Testing (Paragraph 2.12.3.4) assuring that:
 - 1. Central Server Hardware and Software are properly configured with Contractor's secondary data center, for seamless load balancing, system failover and rollback;
 - 2. Central Server Hardware and Contractor's secondary data center are properly configured with selected Livescan Devices; and
 - 3. Central Server Hardware and Contractor's secondary data center are properly configured with all the System Interfaces (Attachment A.3 to this SOW). If not feasible, due to external interface restrictions, for each interface Contractor shall identify interface strategy test approach on completing this step at system implementation.
- 2.45.2 User Acceptance Testing (UAT) of all CBS Solution components (e.g., Livescan Devices, ABSM, Reports, audit trails), where County stakeholders perform hands-on testing of the CBS Solution and Contractor observes County staff. Contractor shall document system bugs discovered, and future product enhancements. County, in their sole discretion, shall determine which critical bugs require Contractor's resolution prior to production use
- 2.45.3 Performance Testing, ensuring that the CBS solution meets all system performance Requirements during peak workloads. Contractor shall use 3rd party software load performance tools in verifying system performance standards and Final Requirements
- 2.45.4 Update, and perform steps identified in, the Solution Migration Strategy section of the IAD
- 2.45.5 Based on the above results, Contractor shall prepare a Production Cutover Report that:
 - a. Recaps the above test findings;
 - b. Documents the final Solution Migration Strategy; and
 - c. Describes the approach, processes for communicating, and facilitating the transition in using the CBS Solution in production operations.

Contractor shall provide the County Project Manager with a draft Production Cutover Report, for County's review and approval. Contractor shall make any revisions specified by the County Project Manager.

The County Project Director, in their sole judgment, shall determine whether Contractor successfully demonstrated that the CBS Solution is ready for production use. If so, Contractor shall proceed with System Implementation (Task 13 – Contractor's Solution Implementation (Rollout) and Final Implementation). If not, Contractor shall resolve all issues documented by County, conducting additional testing, until the County Project Director approves its successful completion.

2.46 Deliverable 12 – Transition To Production Completed

- 2.46.1 Production Cutover Report DRAFT FINAL
- 2.46.2 County Project Director's Approval to proceed with System Implementation

2.47 Task 13 – CBS Solution Implementation (Rollout) and Final Acceptance

- 2.47.1 Using the IAD's (Deliverable 5 Completed Implementation Assessment Strategy) Transition to Production: Production Cutover Strategy, Contractor and County shall coordinate all the steps required for the CBS Solution's system implementation rollout to the designated Livescan Devices and site locations used during UAT. Thereafter, system implementation rollout shall be in accordance with the phased rollout/installation schedule specified in the IAD (Deliverable 5 Completed Implementation Assessment Strategy).
- 2.47.2 At the time of each rollout phase, all System Interfaces (Attachment A.3 to this SOW) shall be operational to each and every designated location and Livescan Device in that phase.
- 2.47.3 Contractor shall coordinate rollout activities with LACRIS staff, in accordance with the IAD (Deliverable 5 Completed Implementation Assessment Strategy) and Training Plan (Deliverable 10 Training Completed) where at minimum the:
 - a. Contractor delivers Livescan Devices and peripherals to the site locations and performs initial installation/connectivity setup;
 - b. Contractor and LACRIS staff configure the Livescan Devices (e.g., mount cameras on light bar, aim and test);
 - c. Contractor establishes all network connections to printers, CBS Interfaces, etc.; and
 - d. LACRIS staff train supervisors and end-users for locations in the next rollout phase. NOTE: All Department patrol stations will be trained on ABSM. However, partnering Participating Agencies may be trained on ABSM, as determined by each agency.

Since Livescan Devices are a critical component of law enforcement, and any CBS Solution Major Deficiency can halt law enforcement operations, the County Project Director in their sole determination and throughout all the rollout phases, may instruct Contractor, in writing, to proceed with the fallback strategy stated in the final IAD (Deliverable 5 – Completed Implementation Assessment Strategy).

Contractor shall carry out the fallback plan, returning Livescan operations designated by the County Project Director to the Legacy System.

- 2.47.4 During Solution Implementation, Contractor shall:
 - a. Monitor the CBS Solution, maintain incident logs and track issues;
 - b. Analyze system performance and usage and, if necessary, promptly notify County Project Manager if problematic; and
 - c. Assist County in verifying that the Solution meets Final Acceptance criteria.
- 2.47.5 County and Contractor shall monitor each phase of the Livescan Solution rollout. Each rollout phase shall be subject to a Warranty Period of thirty (30) consecutive days to ensure that the CBS Solution remains free of Major Deficiencies at all Livescan locations in Production.
- 2.47.6 For the CBS Solution's first phase implementation, and all rollout phases thereafter, County in its sole discretion determines if the Solution is functioning Deficiency-free by phase. Contractor shall work with County to compile a list of any Deficiencies identified, and an action plan for resolving each Deficiency listed. Contractor shall resolve all Major Deficiencies, as solely determined by the County Project Director, before continuing with the phased rollout.
- 2.47.7 If County, in its sole discretion, determines that the next Livescan rollout location is not ready for Go-Live, Contractor shall work with County to compile a list of Deficiencies, categorizing which are Major Deficiencies, and an action plan for resolving each Deficiency listed. Contractor shall resolve all Major Deficiencies and those non-major Deficiencies, as determined by County in its sole discretion. In such instances, Contractor shall provide County a revised phased rollout/installation schedule as it pertains to the remaining rollout phases.
- 2.47.8 The CBS Solution shall achieve Final Acceptance, as set forth in Paragraph 1.3.38 of the Agreement, once all locations identified in Attachment A.4 (Equipment Locations and Inventory) to this SOW, are operational on the CBS Solution and upon completion of a thirty consecutive day cycle free of Major Deficiencies. Upon occurrence of any Major Deficiency during this cycle, Contractor shall correct such Major Deficiency and, upon the correction of each such Major Deficiency, the thirty consecutive day cycle free of Major Deficiencies will restart.
- 2.47.9 At the end of Solution Implementation, Contractor shall provide County with an updated and final Bill of Materials document (Deliverable 4 Completed Infrastructure And Technical Assessment) listing all delivered equipment by location (address and room numbers), equipment model and serial numbers, and I/P address(es) for County's review and approval. Contractor shall make any revisions specified by the County Project Manager.
- 2.47.10 At the end of Solution system Implementation, subject to the Contractor's CBS Solution operating free from Major Deficiencies, County will verify

that the Final Acceptance Criteria have been met. County will approve Final Acceptance Certificate evidencing achievement of Final Acceptance.

2.48 Deliverable 13 – CBS Solution System Implemented And Final Acceptance Completed

- 2.48.1 Bill of Materials FINAL
- 2.48.2 Documented results that the CBS Solution functions without Major Deficiencies (Exhibit B) for ninety consecutive Days for Final Acceptance
- 2.48.3 Final Acceptance Certificate

2.49 Task 14 – Ongoing Post-Implementation Maintenance And Support

- 2.49.1 Services included as part of the CBS maintenance and support fees:
 - a. 24/7 maintenance and support/preventive maintenance for the entire CBS Solution from a fully staffed call center and help-desk operations, as specified in Exhibit C (Service Level Agreement) of the Agreement;
 - b. Contractor shall maintain a reserve hardware inventory totaling four percent of deployment throughout the Term to facilitate hardware replacement in event of equipment failure;
 - c. CBS Solution updates for keeping the Solution compliant with Federal (e.g., NIBRS) and State mandates;
 - d. Livescan Device TMR services, when such equipment requires relocation:
 - e. As directed by the County Project Manager, attend CBS Solution-related meetings (e.g., LACRIS' quarterly Technical Subcommittee Meeting), conduct presentations and demonstrations, and provide in advance documentation handouts required for the meeting(s), such as status reports, statistics, presentation materials and other documentation;
 - f. Database uploads from the CBS Production Environment to the CBS Test environment, on a semi-annual basis;
 - g. Price quotations, when requested by County, including if necessary: workflow charts, specifications, and Change Notice documentation for any CBS Solution post-implementation modification;
 - h. Paid registration fees for up to three County staff attending Contractor's annual user conferences for the full event;
 - i. Recurrent annual train-the-trainer type training for all current CBS Solution components;
 - j. Updated computer-based training, including all current Solution component and modifications developed after Final Acceptance; and
 - k. Updates to all current Solution documentation specified in Deliverable
 9 (Solution Documentation Completed), which shall include all
 Solution modifications completed by Contractor after Final
 Acceptance.
- 2.49.2 Products and/or Services when requested by County on an executed Agreement Amendment or Change Notice, including but not limited to:

- a. Additional Livescan Equipment with software, together with maintenance and support;
- b. Solution modifications, including Interfaces and system reports, including maintenance and support;
- c. Provide, mid-term in the Agreement, Technology Refreshes for, though not limited to, the following components:
 - c.1 PC components of the Livescan device including monitor, keyboard and mouse;
 - c.2 Mugshot cameras;
 - c.3 Iris cameras;
 - c.4 Color printers;
 - c.5 Central server hardware and 3rd party software, primary site and, if applicable, secondary site; and
- d. A mobile booking solution, from either;
 - d.1 Contractor-provided equipment with CBS Solution integration, or
 - d.2 Interfacing/ingesting biometric NIST transactions from another vendor's mobile booking equipment

2.50 Deliverable – Post-Implementation Maintenance And Support



ATTACHMENT A.1 DELIVERABLE ACCEPTANCE PROCESS FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

<u>Attachment A.1 - Deliverable Acceptance Process</u>

1. **SOW Deliverables, General** - Contractor may provide recommended criteria for County to use in reviewing the Deliverable, although County reserves the right to use different criteria as it deems appropriate within the agreed-upon scope of this project. Contractor may skip this step for Deliverables that are maintained on an ongoing basis or regularly submitted on a monthly or more frequent basis, such as status reports and schedule updates.

2. Preparing the Deliverables

2.1. <u>Document Deliverables</u> - Contractor shall prepare the document as an electronic MS Office (i.e., Word) file, with the file name as follows: CBS Solution Deliverable [name of deliverable] version [version number]. All document deliverables shall include in the header "CBS Solution", the deliverable name, and the most recent version number with date.

3. Transmitting the Deliverable

- 3.1. <u>Document and Desktop software Deliverables</u> Contractor shall email the Deliverable to County. The email's subject line shall have the Deliverable's name and version number, and the email body shall serve as a cover letter indicating that this is a formal delivery. If a file is too large to send via an email attachment, Contractor shall place the file on the project's SharePoint site (or a similar arrangement) and insert into the email body the link to that specific file.
- 3.2. Software or data Deliverables for installation into the System Contractor shall electronically load and install the files into the designated environments and notify County by email as soon as the software has been delivered, where the email's subject line contains the Deliverable's name and software version number. When all components of the Deliverable are transmitted and complete, Contractor shall also submit a Task/Deliverable Acceptance Certificate form, in accordance with Paragraph 5.4 (Approval of Work) of the Agreement. The County Project Manager or County Project Director will sign this form when the Deliverable is accepted (at Step 6.2 below)
- 4. **Reviewing the Deliverable** A Deliverable is considered "out of sequence" when preceding Deliverables (based on the sequence shown in the PCD's project schedule) have not yet been delivered and accepted. County may, at its discretion, postpone its review of an out-of-sequence Deliverable until County accepts preceding Deliverables.
 - 4.1. <u>Document Deliverables</u> All delivered documents are considered DRAFT submissions, subject to review and approval by County Project Manager. County may distribute copies of the Deliverable to designated reviewers, who will identify any deficiencies and/or recommendations for improvement.
 - 4.2. <u>Software or data Deliverables to be installed into the System</u> County may, with Contractor's assistance, exercise or test the System with the delivered/installed software,

- and make detailed notes of any deficiencies, anomalies, and/or recommendations for improvement.
- 4.3. Other Deliverables County may require Contractor to conduct a demonstration or walkthrough of the Deliverable as part of its review.
- 5. County's Deliverable Response County will respond to each Deliverable as either accepted or requiring Contractor's revision. When the latter, County will consolidate and integrate reviewer notes into a well-organized written Deliverable response that clearly explains to Contractor what in particular is deficient, questionable, or needs improvement, and if relevant, County will provide references to specific requirements or criteria. Deliverables requiring revisions shall go through another review cycle.
 - 5.1. **Transmitting the Deliverable Response** County will email the Deliverable response to Contractor, and/or hold a conference to present and discuss the Deliverable response.
 - 5.2. **Discussing the Deliverable Response** If desired, Contractor may discuss the Deliverable response with County, and County may revise the Deliverable response.
 - 5.3. **Revising and Resubmitting the Deliverable** If the County's Deliverable response indicates that the Deliverable requires another review cycle, Contractor shall revise the Deliverable based on County's response feedback. Contractor shall submit the revised Deliverable using sequential version numbers (or release numbers) to identify each revision submitted. The Deliverable document shall contain a:
 - 5.3.1. Document history log identifying the version number, date created, and a summary description of changes made; and
 - 5.3.2. Document approval page reserved for approval signatures from both County and Contractor, obtained after County accepts the Deliverable document.

County reserves the right to ignore or make retroactive changes to any item where a change has not been clearly and completely called out. Each time Contractor submits a revised version of the Deliverable, it shall go through all the steps in this Process.

- 5.3.3. Contractor shall submit a **Response Tracking Sheet** with each revised Deliverable which indicates how Contractor addressed each item listed on County's Deliverable response.
- 6. **Acceptance of Deliverables** When County's Deliverable response indicates that County accepts the Deliverable:
 - 6.1. Deliverable documents:
 - 6.1.1. Both County and Contractor will sign the document approval page, by either the Project Manager or Project Director;
 - 6.1.2. County Project Manager or designee will provide Contractor the final deliverable document in PDF;
 - 6.1.3. The word "final" is added to the document's file name; and
 - 6.1.4. The Deliverable process ends.

6.2. <u>Software Deliverables:</u>

- 6.2.1. County Project Manager or County Project Director will sign the Task/Deliverable Acceptance Certificate form provided in Step 3.2 (Software or data Deliverable for installation into the System) above;
- 6.2.2. County Project Manager will provide a signed copy of the Task/Deliverable Acceptance Certificate to the Contractor; and
- 6.2.3. The Deliverable process ends.

7. Maintaining the Deliverable

- 7.1. For one-time Deliverables after a Deliverable has been accepted, any further changes shall be made in accordance with the Change Order process (Paragraph 4.2 (Change Notices), of the Agreement). County shall own the Deliverable and may incorporate its contents, or portions thereof, into any subsequent work products as County deems fit. Contractor shall keep a copy of the final Deliverable, and any and all amendments, in its project records
- 7.2. <u>For continuous Deliverables</u> Ongoing Project Management (Task 2): Contractor shall maintain, administer, and update the Deliverable(s) in accordance with applicable specifications and purposes. County may from time to time review the status of the Deliverable(s), and shall indicate to Contractor any deficiencies that require re-working.
- 8. **Hardware Deliverables** such as Livescan devices and its peripherals, Central Servers, etc., where the Deliverable is a physical item:
 - 8.1. <u>Approved Delivery Carrier</u> Contractor's deliveries made to the Department's Norwalk offices' loading dock require an approved certificate of insurance on file from the delivery carrier. When Contractor does not use a pre-approved delivery carrier (e.g., UPS, Federal Express), Contractor shall prepare/submit a certificate of insurance from their delivery carrier of choice.
 - 8.2. Notifying County of an Expected Delivery At least one week prior to shipping equipment or goods to Department or Law Enforcement (LE) Agency premises (in accordance with the PCD project schedule), Contractor shall notify County via email of the planned delivery, indicating the name and number of the SOW Deliverable and/or Task description and Task number from the PCD schedule. County will notify all concerned parties (e.g., LE Agency, Department Data Center Admin, etc.) of expected deliveries.
 - 8.3. Contractor shall, with each delivery, include a bill of lading specifying the item's description(s), model number(s), serial number(s), and location name.

ATTACHMENT A.2 SOLUTION REQUIREMENTS FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

Req#	Requirement
-	1.0 – General Criminal Booking Solution Functions
1.1	The Solution SHALL generate, issue and maintain unique transaction numbers, preferably sequential, for each booking or type of transaction (TOT) as defined by County.
1.2	The Solution SHALL be capable of reserving a large block of sequential booking numbers obtained from and governed by the County's Automated Justice Information System (AJIS), and issue these unique/sequential booking numbers when requested by User.
1.3	The Solution SHALL be capable of deleting a booking number and its associated data if the booking transaction associated with that booking number is not completed within 30 days and SHALL retain the audit log of the deleted transaction.
1.4	The Solution SHALL , throughout all its functionality, recognize and emphasize the AJIS numbering scheme as County's official booking number.
1.5	The Solution SHALL be capable of ingesting, storing and displaying unique booking transaction numbers generated from County's current Automated Booking System (ABS).
1.6	The Solution SHALL provide an XML web service (i.e. GJXDM/NIEM) which allows external systems (i.e., Records Management System (RMS) from a local agency) to request booking numbers from CBS, as illustrated in Attachment G.2 (Booking Number Request Sample Flow Chart) to Exhibit A (Statement of Work).
1.7	The Solution SHALL be capable of sending data and communicating directly with all interfaces listed in Attachment A.3 (System Interfaces) to Exhibit A (Statement of Work).
1.8	The Solution SHALL provide a method of receiving requests for booking numbers with or without a fingerprint.
1.9	The Solution SHALL monitor all booking transactions that do not have an accompanying fingerprint, and provide detailed audit reports.
1.10	The Solution SHALL be capable of capturing the Subject's signature at time of booking by utilizing a digital signature pad on the livescan and submitting that signature in the National Institute of Standards and Technology (NIST) file as a Type-8 record.
1.11	The Solution SHALL verify the fingerprint captured during the booking number request, is from the same Subject, when the booking record is completed, edited or continued on any Livescan device within the County.
1.12	The Solution's Livescan device, excluding Quick-ID devices, SHALL be housed in a ruggedized standup system with adjustable height. Ruggedized means a cabinet-type system that protects monitors, scanners, keyboards, uninterrupted power supply (UPS) and any other component of the system Solution. (Note: Excludes Printers and cameras)
1.13	The Solution SHALL allow for fingerprints to be taken at the Livescan device and printed locally, with no booking number issued and no submission made to County, when appropriate, for non-reportable charges at the discretion of the County or reporting agency.

Req#	Requirement
1.14	The Solution SHALL include a complete and valid standards-based record in conformance with the most current FBI
	Electronic Biometrics Transmission Specification (EBTS) https://www.fbibiospecs.cjis.gov/EBTS/Approved , as well
	as the more stringent Cal-DOJ specifications (i.e., State charge tables) and County specifications (e.g., 1,000 ppi print capture from scanner, mugshot required for every booking).
1.15	The Solution SHALL have edit functionality which allows Users to correct errors and resubmit records. It SHALL
1.13	permit the opening and editing of erroneous records. Once a record has been edited, it SHALL pass the same validations
	as would a new record.
1.16	The uninterrupted power supply (UPS) software SHALL be capable of sending status emails to the LACRIS Help Desk
	when power issues arise.
1.17	The UPS software SHALL be capable of notifying the User of power issues informing them to save their work and shut
	down the Livescan device.
1.18	The Solution SHALL validate defined data entry fields for compliance, as delineated by County, Cal-DOJ, FBI/Criminal
1.19	Justice Information Services (CJIS) Division, or other agency specifications.
1.19	The Solution SHALL ensure each mandatory field is present before submitting the transaction. Mandatory fields are governed by specifications.
1.20	The Solution SHALL adhere to tabled data entry fields for all data where a tabled dataset is available and provided.
1.20	Depending on the tabled data entry field, the Solution SHALL:
	• Default the field value, based on the User's configuration, with the option for User to override.
	• Provide a look-up table, such as a drop-down field, for the User to select the correct value from, but also allow the
	User to enter the field manually with predictive table values suggested.
1.21	The Solution SHALL be configurable to include additional tables and fields, with or without drop down menus, when
1.22	required by County to conform to changing business practices.
1.22	The Solution SHALL authenticate each booking record when: • Passing all the Cal-DOJ NIST and Los Angeles County specific NIST validations;
	 Bundling the booking record as an EBTS-compliant package consisting of all of the required records and types,
	then;
	Submitting the package via interface to the Multimodal Biometric Identification System (MBIS).
1.23	The Solution SHALL provide the capability to convert an existing record, with prints, into any other transaction type
	submission (e.g., converting an IDN TOT to a CRM/REG/APP/DNS or a CRM to a REG/APP/DNS), as required by the
	County.
1.24	The Solution SHALL have passive communication capability (i.e. chat window) for the LACRIS Help Desk to
	communicate with the User.

Req#	Requirement
1.25	The Solution SHALL have the ability to import a NIST file and print a copy of the booking slip and finger/palm print
	cards.
1.26	The Solution SHALL store all transaction files for each local Livescan device, of only the transaction files currently
	retained on that device. Transaction files stored on the local Livescan can be printed even if network connectivity to the central server is not available.
1.27	The Solution SHALL store transaction files from every Livescan device within the central server (including a backup), for a County-designated duration.
1.28	The Solution SHALL be capable of utilizing permission-based context menus for administrative tasks to include, but not be limited to, opening the data directory folder of a highlighted transaction record selected on the inventory screen, deletion of highlighted transaction records to a NIST-compliant file.
1.29	The Solution's Livescan PCs SHALL support Microsoft Windows 10 Enterprise Edition, and Windows Server 2010 and above.
1.30	The Solution SHALL support Microsoft Windows 10 on all Participating Agency-owned PC workstations.
1.31	The Solution SHALL support Microsoft Server Manager Windows 10.
1.32	The Solution SHALL adhere to all Federal and State criminal reporting requirements (i.e., FBI's National Incident Based Reporting System (NIBRS)).
	2.0 - Specifications - User Security and Functionality
2.1	The Solution SHALL include a single User log-in for all CBS application modules, including instances when a User performs business functions for one or more Participating Agencies (i.e., LACRIS Help Desk staff).
2.2	All components of the Solution SHALL utilize this centralized User security group roles. Explain how your Solution
	will function in an offline mode where there is no connectivity to the central User database.
2.3	The User security group roles SHALL be maintained in the centralized database, with a local copy pushed out to each
	Livescan device.
2.4	The proposed Solution SHALL support Domain OS logon using a County-designated Active Directory Federation
	Services (ADFS) Authentication protocol.
2.5	User account information SHALL be stored on the central User database as well as locally on each device that the User
_	has been granted permission to.
2.6	The Solution SHALL allow the CBS System Administrator to select which logon protocol each User shall follow.
2.7	The Solution SHALL allow Users to be assigned to multiple security groups.
2.8	The Solution SHALL apply the highest permission levels of any group that a User belongs to, should that User belong to
	multiple groups.

3

Req#	Requirement
2.9	The Solution's security groups and rules SHALL have the capability of decentralized administration. Examples: a
	lower level Administrator at a local agency cannot create an account equal in security rights to their own. A local
2.10	Administrator can only affect those Users within their agency.
2.10	The Solution SHALL lockdown the Livescan device's OS for general Users but allow full access for Administrators.
2.11	The Solution SHALL support automatic User account:
	 Lock-out, after a configurable number of days of inactivity Unlock after a two-factor authentication, or by a system Administrator
2.12	
2.12	The Solution SHALL control excessive image quality error overrides at the User level, with configurable warning and audit report capabilities.
	The Solution SHALL contain the below functionality and provide administrative notifications (local and/or LACRIS Help Desk) by e-mail. Thresholds to be set by Administrators. Notifications to include but not be limited to:
	User errors
	Too many failed login attempts
	Too many image quality overrides
	 Too many match error (from flats or rolls) overrides User locked out notification
	 User locked out notification User advised of eminent lockout if errors persist
2.1	3.0 – Specifications – Solution Database
3.1	The Solution's database SHALL be configurable to include additional tables and fields, as required by County business processes.
3.2	The Solution SHALL be able to receive table updates including validations (i.e., charge codes) and/or accept and utilize
	tables obtained from an external system or source (i.e., table file in a shared directory used by multiple applications) and
	immediately apply the new table set and validation rules.
3.3	The Solution SHALL keep a database log of all transactions saved and/or submitted via interface. The log will contain,
	at minimum:
	Date/time of transmission
	• Transaction number
	 Booking number User actions with timestamps
	 System actions with timestamps
	 Name, gender, race and date of birth of the Subject fingerprint.
	Traine, geneer, ruce and dute of office of the budget imgerprint.

Req#	Requirement
3.4	The Solution's database log SHALL be maintained for a configurable period of time, no less than three years, as
	specified by County.
	4.0 – System Software and Functionality
4.1	The Solution SHALL include 3 rd party virus protection software as defined by County. (Currently McAfee Enterprise AntiVirus TM).
4.2	The Solution SHALL support and be capable of e-mail (sending and receiving) messaging.
4.3	The Solution SHALL have its own means of communication, such as an email system, to support responses in email
	format (i.e., Simple Mail Transfer Protocol or SMTP) with attachments in EFT, SRE, plain text, etc. formats
4.4	The Solution's PC workstations and servers located at the locations SHALL have McAfee endpoint security software
	installed and running in the background. LACRIS will provide the McAfee endpoint security software as part of its
	enterprise site license.
	5.0 - Reports - Centralized and Local
5.1	The reports SHALL be accessible utilizing the current and two most recent versions of an internet browser, IE, Chrome,
	Firefox, etc.
5.2	All Users SHALL be authenticated prior to accessing the reports.
5.3	The Solution SHALL ensure access to available reports is based on User's permissions.
5.4	The Solution SHALL provide a list and description of the default reports.
5.5	The Solution SHALL provide for ad hoc reporting with all fields available.
5.6	The Solution SHALL provide a report building tool, including 10 concurrent software licenses, and necessary training.
5.7	The Solution SHALL provide a web-based administration and reporting module.
5.8	The Solution SHALL have a three year retention for all booking forms.
3.9	The Solution SHALL restrict data in a report to the User's specific permissions and/or groups that the User has rights to, (i.e., reports containing data only from their Law Enforcement [LE] agency).
	6.0 – System Audit Capability
6.1	The Solution SHALL provide a visual auditing tool to enhance Administrator's ability to identify issues with submitted
0.1	images, both fingerprints and photos.
6.2	The Solution's audited data SHALL be retained for a minimum of three years.
6.3	The Solution SHALL allow for external interface transactions to perform complete and partial record sealing and
1.0	expunging in CBS. (i.e., MBIS can send a notification to CBS, and CBS will seal the record so Users cannot view the
	booking forms in CBS).

Req#	Requirement
6.4	The Solution's audit tools SHALL allow Administrator to send warning notifications to a User, lock out a User, and
	restrict a User's permissions.
	7.0 – System Dashboard
	(Note: There are no Minimum Solution Requirements within this Section 7.0 (System Dashboard))
	8.0 – Types of Transactions (TOTs)
8.1	The Solution SHALL be capable of submitting the following TOTs to the County's MBIS via interface: • All California State TOTs • State and County TOT's currently used in Los Angeles County, including but not limited to: > ID2 > ID4 > Release > Quick-ID > Pre-ID > Local Applicant Submission > Update > Test Record Submission > Registrant > DNS (option 2)
8.2	The Solution SHALL be capable of a DNA submission to Cal-DOJ for criminal (CRM) transaction types, as follows: CRM TOT As a stand-alone transaction Stand-alone transaction, modified to a CRM TOT
8.3	The Solution SHALL be able to receive, via interface response notifications from external systems (e.g., Cal-DOJ, FBI and MBIS), process the notification within CBS, and print for booking record.
	9.0 – Quick-ID Functionality
9.1	The Quick-ID Solution SHALL include two desktop devices in a configuration described in Section 13.0 (Hardware – Quick-ID Devices) below, capable of submitting a hand/fingerprint(s) and an iris capture to the MBIS for identification verification, using the QID Type of Transaction (TOT).
9.2	The Quick-ID Solution SHALL be able to receive, process, and print response notifications from MBIS.
9.3	The Quick-ID Solution SHALL be able to receive, process, and print a booking photo from the County's Digital Mugshot System (DMS) or MBIS, based on the submitted biometric match (e.g. State, FBI or County identifiers).

Req#	Requirement
	10.0 –Hardware
10.1	The Solution equipment hardware SHALL be new (unused) and current model.
10.2	The Livescan equipment SHALL be supplied with all components specified in Sections 12 (Hardware – Coroner
	Livescan Devices), 13 (Hardware – (Quick-ID Devices) and 14 (Hardware – Central Server Configuration) below,
	delivered complete and functionally ready to operate.
10.3	All equipment SHALL work on standard 120 volt circuit and be Underwriters Laboratory (UL) approved; maximum 20
	amps.
10.4	The Livescan equipment SHALL include an uninterrupted power supply (UPS) unit and a power conditioner, including
	surge suppression rated at 2,500 amps, which will provide power to each Livescan device (may exclude camera or
	printer) for a minimum of 15 minutes.
10.5	Each Livescan device SHALL have all the necessary accessories (e.g., power cord, cabling) to make the device fully
	functional at installation.
10.6	The Livescan device and its peripherals SHALL utilize existing sites' current configuration without physical
	modification to the facilities (i.e. new conduit, moving power, moving light bar, installation of a pedestal).
10.7	Each Livescan device SHALL have its own Cisco managed network switch that can be monitored by Sheriff's Data
	Network (such as model WS-C2960C-8PC-L or agreed upon by Sheriff's Data Network).
10.8	The software on the Livescan device SHALL be the same software that Cal-DOJ Certified.

Req#	Requirement
	11.0 – Hardware – General Livescan Devices (Quantity: 163)
11.1	The Solution SHALL include the following attributes for 163 Livescan Devices: PC Monitor-24" Touch Screen Flat Panel (maximum) with 12" display height (minimum) Full-function, QWERTY wired keyboard with a numeric pad, separate function keys, and navigation keys. Webcam, minimum 2.0 megapixels resolution, either built in the Monitor or wired-type and mounted to the Monitor (for face biometric login authentication) Wired Optical Mouse Wired 2D barcode reader Wired magnetic stripe card reader Wired Digital Signature Pad 1000ppi Hand/finger capture scanner(s) Iris Camera, mounted in clear view (Requirement #19.0 (Iris Camera)) A locking mechanism to prevent User from manually turning off Livescan device Foot pedals located on both front corners of the cabinet (to allow User access regardless of left or right print capture positioning) "A" quality casters with locking mechanism Uninterrupted Power Supply and monitoring software (Requirements #s 1.16, 1.17, and 10.4)
11.2	The Solution SHALL include at least one additional method other than foot pedals (e.g., button or switch) to activate scanners.
11.3	The Solution's general Livescan device SHALL be housed in a ruggedized cabinet with the following maximum dimensions: • 72 inches height (including all peripherals) • 32 inches width • 30 inches depth

Req#	Requirement
	12.0 - Hardware - Coroner Livescan Devices (Quantity: 2)
12.1	The Solution SHALL include the following attributes for 2 Coroner Devices: • PC • Monitor-24" Touch Screen Flat Panel (maximum) with 12" display height (minimum) • Full-function, QWERTY wired keyboard with a numeric pad, separate function keys, and navigation keys. • Webcam, minimum 2.0 megapixels resolution, either built in the Monitor or wired-type and mounted to the Monitor (for face biometric login authentication) • Wired Optical Mouse • Wired 2D barcode reader • Wired magnetic stripe card reader □ Wired Digital Signature Pad • Minimum 500ppi Hand/finger capture scanner(s) adapted to the Coroner's unique business need • A locking mechanism to prevent User from manually turning off Livescan device • Foot pedals located on both front corners of the cabinet to allow User access regardless of left or right print capture positioning • "A" quality casters with locking mechanism • Uninterrupted Power Supply (Requirements #s 1.16, 1.17, and 10.4)
12.2	Coroner's fingerprint capture equipment SHALL be adapted and configured to Coroner's unique business need.
12.3	The Solution's coroner Livescan device SHALL be housed in a ruggedized cabinet with the following maximum dimensions: • 72 inches height (including all peripherals) • 32 inches width • 30 inches depth

Req#	Requirement
	13.0 - Hardware - Quick-ID Devices (Quantity: 2)
13.1	The Solution's Quick-ID device SHALL include the following attributes (Quantity 2): • PC • Monitor-24" Touch Screen Flat Panel (maximum) with 12" display height (minimum) • Full-function, QWERTY wired keyboard with a numeric pad, separate function keys, and navigation keys. • Webcam, minimum 2.0 megapixels resolution, either built in the Monitor or wired-type and mounted to the Monitor (for face biometric login authentication) • Wired Optical Mouse • Wired 2D barcode reader • Wired Digital Signature Pad • Minimum 500ppi Hand/finger capture scanner(s) • Iris camera (Requirement #18.0 (MugShot Camera)) • 1 Wired foot pedal with capture and save capability • Uninterrupted Power Supply (Requirements #s 1.16, 1.17, and 10.4).
	14.0 – Hardware – Central Server Configuration
14.1	 The Solution's Central Server Configuration SHALL: Be contained in a Contractor-provided single server rack, with redundant power sources provided by LASD's data center Include all the servers and internal networking necessary for the entire CBS Solution functionality, installed in the rack Have redundant networking capabilities to the Department's PAC50 Network Include two communication protocols to the Contractor's second data center site, as follows: a. Contractor-provided direct point-to-point communication line b. VPN connection via the internet (as backup)

Req#	Requirement
	15.0 – Printer Functionality
15.1	The Solution SHALL be able to print within an agency and to the following network-type printers, including existing agency printers currently on hand (Refer to Section 16.0 (Printers – Color Lasers) for printer requirements). FBI certified laser printer • Color laser printer • Non-FBI certified laser printer • Wristband printer • Paperless printer Solution
15.2	The Solution SHALL have the capability of printing to multiple printers and be configurable at any time by County, to print only those response messages, booking forms, Subject wrist bands, etc. that are requested by each agency or location.
15.3	The printers SHALL have the capability of receiving print jobs from multiple Livescan or biometric capture devices.
15.4	The Solution SHALL be capable of watermarking any image prior to packaging and submitting through the central server. Watermarking any image is configurable by Administrators based on permissions.
	16.0 – Printers – Color Laser (Quantity: 144)
16.1	 The Solution's color laser printer SHALL have, at minimum, the following attributes: 10/100/1000BaseTX Ethernet and USB 2.0 and/or above connections Print speed supporting up to 22 ppm or higher Resolution of 600 by 600 dpi 40,000 page monthly duty cycle (minimum) Duplex printing capable, automatic 2-sided i) Tray 1: (Multipurpose tray): Custom sizes: 3 x 5 in. to 8.5 x 14 in. (76.2 x 127 mm to 216 x 356 mm); capacity 150 pages minimum ii) Tray 2: (optional) Custom sizes: 5.8 x 8.3 in. to 8.5 x 14 in. (148 x 210 mm to 216 x 356 mm); capacity 500 pages iii) Manual feed function (optional) Toner capacity yield of at least 6,000 sheets

Req#	Requirement
	17.0 - Paperless Storage/Print Functionality on Demand
17.1	The Solution SHALL be capable of storing electronic documents and be accessible through a web service, both within the local law enforcement agency and the central site as a central repository. An agency can select and print any of the electronic documents received by the Solution's Livescan device assigned to their agency, to any of that agency's printer(s).
17.2	The printerless Solution SHALL be capable of different output formats, including PDF, MHT, TIFF, PNG, and JPEG. It SHALL also support email capability.
17.3	The central repository SHALL retain record documents indefinitely or until sealed or expunged.
17.4	The document repository on each Livescan device SHALL be retained for as long as the corresponding record is available on that device.
	18.0 – MugShot Camera (Quantity: 139)
18.1	The camera SHALL have a minimum of 10 Megapixels and comparable to a 1/4-Type CCD Sensor, or better.
18.2	Image quality SHALL meet or exceed the NIST Best Practice Recommendations for the Capture of mugshots http://www.nist.gov/itl/iad/ig/ansi_standard.cfm
18.3	The camera SHALL have livescan Solution software-controlled Digital SLR, where the software controls the camera's zoom, photo capture, and power management.
18.4	The Solution SHALL be capable of taking a whole single image and allows the User to manually crop multiple scars, marks and tattoos (SMTs) with a roping type software tool and further allow close cropping using an intuitive software design.
18.5	The camera SHALL have auto face-finding capability either through hardware or software Solution.
18.6	The Solution SHALL support auto-sizing for front and profile photos with User override capability configured by system Administrator.
18.7	The Solution SHALL support the capturing of up to 99 SMTs per criminal transaction.
18.8	The Solution SHALL require the User at the Livescan device to capture SMT photos in instances where a booking record was initiated elsewhere (i.e., agency RMS) indicated that an SMT exists on the Subject.
18.9	The User SHALL be able to override the initial descriptions and/or SMT location based on policy(ies) if the record was initially started elsewhere (i.e. agency RMS).
18.10	The camera SHALL be capable of feeding an image to, and be controlled from, multiple Livescans.
18.11	Mugshot image quality (i.e, Subject's sizing in photo) at all sites SHALL remain consistent throughout the County, regardless of the Livescan device setup and location, identified in Attachment A.4 (Equipment Locations & Inventory) to Exhibit A (Statement of Work). Most sites utilize a ceiling mounted three point lighting system, as illustrated in Attachment A.7 (Sample Equipment Setup Diagram) to Exhibit A (Statement of Work).

Req#	Requirement
18.12	All mugshot camera installations SHALL be hard-wired and able to utilize existing sites' footprint without physical
	modification to the facilities (i.e. new conduit, moving power, moving light bar, installation of a pedestal). Using
	Attachment A.7 (Sample Equipment Setup Diagram) to Exhibit A (Statement of Work) as the standard location
	configuration, describe how your mugshot quality component will be integrated at a site.
	19.0 – Iris Camera (Quantity: 163)
19.1	The Iris Type 17 Transaction within the Solution, SHALL conform to the most current "Technical Specifications Document for the Iris Pilot (IP) Project" as specified by the FBI.
	https://www.fbibiospecs.cjis.gov/Document/Get?fileName=Iris_Pilot_Technical_Specification_DRAFT-v2-6-8.pdf
19.2	The Iris camera SHALL be securely attached to the Solution's cabinet or with a locking device (i.e. security cable) for positioning the camera forward, with vendor-provided interconnection wiring/cabling from CPU to camera
19.3	The Iris camera SHALL capture both eyes simultaneously on the first capture, allow individual captures after alerting
	User when the original capture quality is poor, and/or override if necessary (i.e., artificial eye).
	20.0 – Connectivity
20.1	The Solution SHALL support network connectivity of 10Base-T (RJ-45) TCP/IP, UDP, SMTP.
20.2	The Solution SHALL have a real-time interface to the County's MBIS using a County network connection. Interfaces
	include, but are not limited to FTP, SMTP, Web Services, SFTP, etc.
	21.0 - Fingerprint Images - includes all fingerprint images captured
21.1	The Solution SHALL support 1000ppi which is required for all fingerprint images captured in Section 12 (Hardware –
	Coroner Livescan Devices) above
	'General Livescan Devices,' including:
	Individually rolled
	4-Finger flats
	Palm print and
	Writer's palm
	(describe optics),
	including:
	i. Upper / Lower
	ii. Whole Hand iii.
21.2	Writer's Edge The Solution SHALL appropriate 1000 principle IDEC 2000 15-1 Company in and in health and compatible to 500 WSO.
21.2	The Solution SHALL support 1000ppi using JPEG 2000 15:1 Compression and is backward compatible to 500 WSQ.
21.3	The Solution SHALL be in compliance with "Profile for 1000ppi Fingerprint Compression" Version 1.1
	https://www.fbibiospecs.cjis.gov/Document/Get?fileName=J2K1000.pdf

Req#	Requirement
	22.0 – Fingerprint Image Capture
22.1	If the Solution optics do not capture the whole palm (with one pass), it SHALL include all images that are applicable to
	that Solution's device (rolls, flats, upper palm, lower palm, inter-digital, and writer's edge).
22.2	The Solution SHALL support 4-finger flat to roll comparison (i.e., detection of fingers rolled out of sequence).
22.3	The Solution SHALL be within 99.5% match accuracy.
22.4	The Solution SHALL support 4-finger flat to match against all captured flats and alert the User if there is not a match.
22.5	The Solution SHALL be configurable to allow the "out of sequence" finger to be saved.
22.6	The Solution SHALL provide a side-by-side view of two or more images if the image already exists, with scoring to
	allow the User to decide which image to save.
22.7	The Solution SHALL provide way of annotating the image when a capture cannot occur or is an exception (e.g., scarred, amputation). Annotation can occur either before or after capture.
	23.0 – Image Capture Times
23.1	The Solution SHALL provide capture times as listed below. Capture timing will be from activation of foot pedal (button, or other type of switch) or if auto capture from acceptance of last image captured until the quality check is done and displayed on screen: • Flat single finger - 2 seconds • Rolled images - 3 seconds • Upper Palm - 3 seconds • Lower Palm - 3 seconds
23.2	The Solution SHALL provide capture times, as listed below. Capture timing will be from activation of foot pedal (button, or other type of switch) to support upper palm and the four finger flat images, and display on the screen: • Upper Palm - 3 seconds • Whole hand - 6 seconds
	24.0 – Fingerprint Image Quality Override
24.1	The Solution SHALL check every image capture for quality.
24.2	The Solution SHALL allow the User to override and accept what the system determines to be a poor image, and log this action.
24.3	The Solution SHALL be configurable to force the User to try and obtain a better quality image by a configurable number of times.
24.4	When the User's statistics drop below a configurable acceptable level, the Solution SHALL restrict the User's account.
24.5	The User's access SHALL be turned off when their statistics fall below a configured acceptable level.
24.6	The Solution SHALL allow the User to save the best print of all re-rolled prints.

Req#	Requirement
24.7	The Solution SHALL track each User's image quality results.
	25.0 – User and Administrator Calibration Checks
25.1	If capture scanners are not self-calibrating, the Solution SHALL allow Users to check and perform a scanner calibration for each attached scanner capture type. This calibration process SHALL not exceed one minute.
25.2	If capture scanners are not self-calibrating, the Solution SHALL alert Users to perform scanner calibration by a configurable schedule (i.e., after twenty-five bookings or twenty-one days, whichever is earlier).
	26.0 – General Interface, Network, Hardware, and Software
26.1	The Solution SHALL support automatic updates at the device level.
26.2	The Solution SHALL be capable of synchronizing with time servers for all devices utilizing Network Time Protocol (NTP.)
26.3	The Solution SHALL display to the User, an intuitive status indicator for designated interfaces on which the Livescan device relies to communicate, indicating their connectivity.
26.4	The Solution SHALL still process a transaction when the network and/or AJIS interface is unavailable, and SHALL alert the User (i.e., warning message) advising them when working in an offline mode.
26.5	The Solution SHALL allow Users to log into the Livescan devices when the network and/or AJIS interface is unavailable.
26.6	The Solution SHALL have software version control and be capable of an automated procedure to ensure that all devices are running the same software, drivers, firmware, module, or other components.
26.7	The Solution SHALL have a table version control and be capable of handling more than one version of tables (agency and/or location-specific table values).
26.8	The Solution SHALL be compliant with the most recent version of the following standards: NIST - Types 1, 2, 4, 8, 9, 10, 14, 15, and 17, as well as additional future types within 6 weeks of publication EBTS Cal-DOJ NIST FBI/CJIS LA County NIST (Attachment A.10) to Exhibit A (Statement of Work) American National Standards Institute/National Institute of Standards and Technology (ANSI/NIST) http://www.nist.gov/itl/iad/ig/ansi_standard.cfm Note: The Solution SHALL remain compliant with the above standards, throughout the Term of the Agreement, as new versions are published.

Req#	Requirement
26.9	The Solution SHALL support custom print formats (e.g., Los Angeles County booking slip, wristbands, medical
	screening forms, certificate of release, bail deviation form, and additional charge form) shown in Attachment A.9
	(Sample Booking Forms) to Exhibit A (Statement of Work).
26.10	The Solution SHALL allow system Administrators to design custom report formats using a 3 rd Party Report Writer (i.e., Crystal Reports), and print them based on permissions.
26.11	All licenses for any third party software required for this Solution SHALL be included.
26.12	The Solution SHALL save partially completed bookings and allow a User to retrieve and continue the booking process
	after a Subject's fingerprint identification, from conditions such as:
	After a local identification with 99.5% match accuracy
	After an MBIS identification
26.13	The Solution SHALL be capable of retrieving an incomplete booking transaction from a Livescan device than originally
	started.
26.14	The Solution SHALL support the ability to block the editing of a record when the fingerprint identification falls below
	the 99.5% match threshold.
26.15	The Solution SHALL support the ability to allow limited editing without fingerprint identification.
26.16	The Solution SHALL support Barcode Scanning and printing (two-dimensional capable) for the following example
	purposes:
	To aid in data entry
	To initiate a demographic download To be used with any TOT or function
	To be used with any TOT or functionFor wristband printing
	All booking documentation
	For ID Card
26.17	
26.17	The Solution SHALL support completed booking review on the Livescan device, prior to submission/transmission of booking record.
26.18	The Solution SHALL be capable of supporting a touch screen monitor.
26.19	The Solution SHALL be compliant with Global Justice XML Data Dictionary Version 3.0 or most current.
26.20	The Solution SHALL support screen lock after configurable number of minutes.

Req#	Requirement
26.21	The Solution SHALL support biometric logins with any combination of the following:
	User's account credentials (User ID and password)
	User's fingerprint, captured with Livescan's fingerprint scanner
	User's iris, captured with Livescan's iris camera
	User's face, captured with Livescan's webcam
26.22	The Solution SHALL be capable of reading a magnetic stripe card (primarily used for a Subject's Driver's License).
26.23	The Solution SHALL provide advance warning via e-mail notification to the LACRIS Help Desk when the Solution is
	detecting eminent failure/or system degradation.
26.24	The Solution Livescan device SHALL retain the 2,500 most recent transaction records and 100,000 submitted NIST
	files.
26.25	The Solution SHALL support RAID configurations of either RAID 5, RAID 6, RAID 10 or RAID 50 to protect against
	data loss and system downtime in the event of mechanical failure of one hard drive.
26.26	The Solution SHALL not delete any previous transaction record unless it was successfully transmitted to all designated
	destinations with ensured delivery and/or by system Administrator.
26.27	The Solution SHALL provide a warning to the User when three attempts to send a transaction have failed and/or were
	unsuccessfully transmitted to all the designated systems; it SHALL also send an e-mail to the system Administrators of
	the failed submissions.
26.28	All of the Solution's network communications SHALL meet the 'Sheriff's Data Network System Security Standards' to
	the SOW.
26.29	The Solution SHALL encrypt County specified data, including criminal, throughout the Solution.
26.30	The Solution SHALL provide a notification/messaging function that allows the LACRIS Help Desk to post priority
	messages directly to the Livescan devices informing the User of current system issues. (e.g., Cal-DOJ is down, planned
	system shutdowns, etc.)
	27.0 – Automated Booking Segment (ABS) Module
27.1	The Solution SHALL include a browser-based, web-enabled, data entry module, referred to in this Section 27
	(Automated Booking Segment (ABS) Module) as the Automated Booking Segment(ABS) Module (ABSM), accessible
	from any County-provided computer device with network connectivity on a County-specified secured network.

Req#	Requirement
27.2	The Solution's ABSM SHALL be fully integrated with the CBS software installed on the Livescan devices, where
	CBS booking records from either the Livescan device or a web browser, will be: Created, assigning a unique booking
	number
	• Retrieved
	• Edited
	• Saved
	Copied as a new booking record (and new booking number)
	Printed (in hardcopy, TIFF, and PDF)
27.3	The Solution's ABSM SHALL resemble the County's current Automated Booking System's workflow and
	GUI, Attachment A.9 (Sample Booking Forms) to Exhibit A (Statement of Work), taking the following into
	consideration:
	Login/security protocols
	The order of the GUI screens
	Screen navigation
	The placement of data fields per screen
	The field tabbing sequence in a screen
	Mandatory fields required in each screen before proceeding to the next screen Drop-down table values

Req#	Requirement
27.4	The Solution's ABSM SHALL include a Participating Agency-specific tiered electronic approval workflow process, not to exceed 5 levels, as follows:
	 Initiating User completes a booking record consisting of multiple forms, as provided in Attachment A.9 (Sample Booking Forms) of Exhibit A (Statement of Work), and submits to next level for review/approval;
	 Next level User reviews the booking record and will either: Edit the record, approve and submit to next level for their approval Reject the record for correction by the initiating User, providing a rejection explanation in an ABS free-text field;
	• Every User in the approval process will have their own work queue, and booking records that have not obtained final level approval shall be displayed with record status;
	 The booking record can be edited and saved (as the most current record) by any level in this workflow process;
	 The booking record shall, at the Agency's discretion for each of their Users, be completely paperless or allow some or all of the record be printed in hardcopy;
	• Electronic approvals (in lieu of signatures) are applied to the booking record when User verifies/approves record; and
	 Approved booking records are automatically routed to the next level review or final record approval. The above workflow process is configurable in CBS' System Administration module by agency, level approvals, etc
27.5	The Solution's ABSM SHALL include data entry fields that mirror the look and workflow of the County Booking Forms, Attachment A.9 (Sample Booking Forms) to Exhibit A (Statement of Work, requiring:
	 Mandatory data entry fields; Different field types (drop down values, table dictionary driven, date and date/time, radio buttons, free text, etc.), with validation rules; and
	Alike data fields across booking form screens auto-populate, for reducing data entry.
27.6	The Solution's ABSM SHALL assign and display on each screen both the booking number and unique ABS to CBS
27.7	transaction number.
27.7	The Solution's ABSM SHALL auto-save a partially completed booking record when moving from one screen field to the next and, when required, every thirty seconds within the same field.
27.8	The Solution's ABSM SHALL lock a booking record for a County-defined time period, and allow a System
21.8	Administrator to unlock the record.
	reministrator to unious the record.

27.9	The Solution's ABSM SHALL alert the originating record User, upon returning to the booking record, that the record was updated by another User, identifying the other User.
Req#	Requirement
27.10	The Solution's ABSM SHALL as part of the booking process, prompt a User working in the field to attach a Subject's biometric identifier into the booking record. Allow User to override this step once User enters a reason (e.g., Subject has amputations).
27.11	The Solution's ABSM SHALL submit a fingerprint capture via the Mobile Gateway interface 'System Interfaces'
27.12	(Exhibit C) to the SOW, and attach to the booking record for verifying the Subject during the Livescan process.
27.12	The Solution's ABSM SHALL include navigation tools (e.g., screen tabs, command buttons) for the User to navigate from one data entry screen to another.
27.13	The Solution's ABSM SHALL include intuitive touchscreen capabilities for any County-provided computer device that has this technology.
27.14	The Solution's ABSM SHALL be capable of tracking each User who views, edits, or prints specified forms.
27.15	The Solution's ABSM SHALL adhere to Paragraph 7.0 (Audit Logging and Reporting) of Schedule C.3 (Application Security Requirements) to Exhibit C (Service Level Agreement), including full audit capabilities accessible by system administrator with security level controls.
27.16	The Solution's ABSM SHALL be configurable to include additional tables and fields, with or without drop down menus, when required by County to conform to changing business practices.
	28.0 – Records Management System (RMS) and External System Interfaces
28.1	The Solution SHALL interface with external systems, as identified and summarized in Attachment A.3 (System Interfaces) to Exhibit A (Statement of Work).
28.2	The Solution SHALL support two-way interfacing to multiple Participating Agency RMSs (multiple interfaces), where updates made in the agency's RMS also updates the booking record in the Livescan device.
28.3	The Solution SHALL allow a single Livescan to communicate simultaneously to multiple RMS interfaces (e.g., Site A's Livescan creates a record but submits it to three different RMS interfaces [Sites A, B, and C]).
28.4	The Solution SHALL interface with County's AJIS for modifying any allowable fields after the initial booking and fingerprint verification of subject; automatic locking of edit feature after a configurable amount of time and/or events with admin override. This type of modification would deny User to resend NIST file to MBIS without authorization.
28.5	The Solution SHALL include terminal emulator functionality (i.e., TCP/IP) on the Livescan device(s), for sending/receiving messages to/from JDIC.
28.6	The Solution SHALL support JDIC messaging, FTP, SMTP, SQL and XML as these are anticipated to be the primary methods for interface.

28.7	The Solution SHALL support standard XML protocols for the local Participating Agencies' RMS, as follows:
	GJXDM - the current XML protocol utilized by 20+ agencies
	NIEM - the newest and more robust protocol for all replacement RMS connections, as chosen by the Participating
	Agency
	FTP (File Transfer Protocol)

Req#	Requirement
28.8	The Solution SHALL be "Single Data Entry." A booking record may begin on the Livescan device, local RMS, or AJIS.
28.9	The Solution SHALL support a query from any Participating Agency's RMS to CBS's database via a SQL database view on each Livescan, as well as the central database servers, for importing into the RMS new records and modified records from CBS.
28.10	The Solution SHALL handle the functionality above 27.9 in the following formats:
	 Cal-DOJ NIST with and without Type 10, 'Cal-DOJ NIST' Los Angeles County NIST with and without Type 10, Attachment A.10 (County NIST Data Types) to Exhibit A (Statement of Work).
28.11	The Solution SHALL support an interface with the County's consolidated booking system (currently AJIS) using TCP/IP (current), database-stored procedure calls, or web services such as GJXDM/NIEM.
	29.0 – Continuity of Operations
29.1	The Solution's central server functionality for the CBS Production environment SHALL be replicated at a secondary vendor-provided site.
29.2	The Solution's secondary site SHALL be located outside Los Angeles County, for meeting County's Disaster Recovery provisions.
29.3	The Solution's secondary site SHALL be CJIS compliant and shall be housed in Amazon Web Services' (AWS) cloud environment.
29.4	The Solution's secondary site SHALL be redundant to the Solution's primary site at LASD's Data Center for a seamless system failover, in instances when the primary site is down for an extended period of time.
29.5	The Solution's secondary site SHALL be load balanced as active/active environments, with the Solution's primary site at LASD's Data Center, for maintaining system performance during heavy Solution use.
29.6	The Solution's secondary site SHALL include all hardware, Software licensing, and maintenance (including interfaces, O/S, database, virus scan, report writer and other 3rd party software).

29.7	The Solution's secondary site SHALL include, at the vendor's expense, a direct network communication line from
	LASD's Data Center to the secondary site location.
29.8	The solution SHALL support the option to automatically forward all positive identification responses received by a
	Livescan to Participating Agencies' RMS via web services (e.g. GJXDM/NIEM) and FTP, based on the Participating
	Agency's RMS capability for updating the RMS record.
29.9	The Solution SHALL meet all System Performance measurements specified in Schedule C.4 (Solution Response-
	Time Requirements) to Exhibit C (Service Level Agreement).



ATTACHMENT A.3

SYSTEM INTERFACES

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

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CBS Interfaces/Specifications

3.0 – Specifications / Protocols

The above Sections identify existing and additional CBS Interfaces requiring development. For any interfaces unintentionally missed, Contractor shall develop interfaces using at minimum the following protocols:

#	Name
3.1	ANSI/NIST ITL 1-2011 Update: 2015, December 2015
3.2	CalDOJ ANSI/NIST Specification
3.3	CJIS Security Policy, V5.5, June 1 2016
3.4	FBI EBTS, Version 10.0.6, July 2016
3.5	FTP, File Transfer Protocol Standard
3.6	GJXDM (Global Justice XML Data Model)
3.7	IAFIS-IC-0110 (V3), 1993 WSQ Standard
3.8	ISO/IEC 10918-1, 1994 JPEG Standard
3.9	ISO/IEC 15444-1, 2001 JPEG 2000 Standard
3.10	NIEM (National Information Exchange Model)
3.11	NIST Best Practice Recommendation for Capture of Mugshots v2.0, September 1997
3.12	Profile for 1000ppi Fingerprint Compression
3.13	XML (Extensible Markup Language)

ATTACHMENT A.4 EQUIPMENT LOCATIONS & INVENTORY FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

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ATTACHMENT A.5 PROJECT CONTROL DOCUMENT FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

TO BE DETERMINED

ATTACHMENT A.6 BUSINESS ATTIRE GUIDELINES FOR

CRIMINAL BOOKING SYSTEMS (CBS) SOLUTION

The following guidelines shall be adhered to when conducting business at all County facilities or municipal agency locations.

ATTIRE

Shorts, t-shirts or open toed shoes shall not be worn. Faded, torn or baggy clothing is strictly prohibited. Khaki-style pants/jeans and collared shirts are recommended.

HAIR GROOMING STANDARDS

Male Personnel

Contractor personnel hair shall not extend past the top of the shoulder without a single ponytail style banded; nor shall the hair be below the eyebrow line on the face. Beards and mustaches are permitted, but must be neatly trimmed and well groomed. Wigs or hairpieces are permitted if they conform to these standards.

Female Personnel

Contractor personnel hair shall be neatly styled, trimmed and well groomed. It shall not be of a style, length or artificial color which is offensive to the general public. Wigs or hairpieces are permitted if they conform to these standards.

Tattoos

All personnel, which includes Contractors, are responsible for upholding the Department's professional image. Tattoos may create a negative public perception, and we have a responsibility to minimize that negative effect. Contractor personnel who have a tattoo, branding, or other form of body art shall completely cover it with a skin-toned patch or long-sleeved shirt.

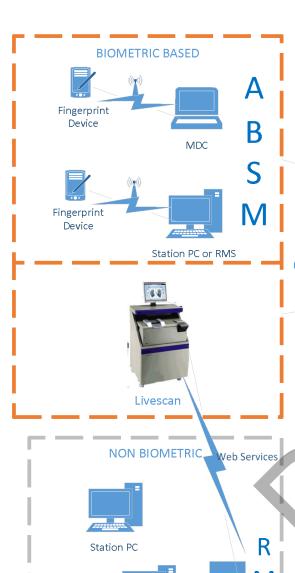
ATTACHMENT A.7 SAMPLE EQUIPMENT SETUP DIAGRAMS FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

CONFIDENTIAL - REDACTED

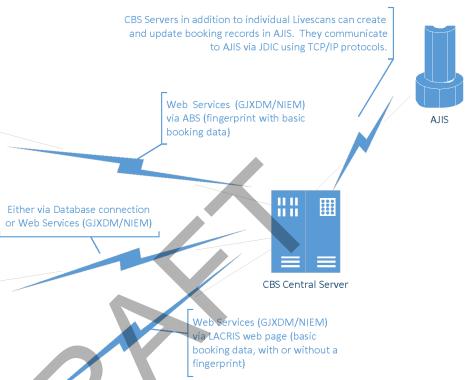
ATTACHMENT A.8 BOOKING NUMBER REQUEST SAMPLE FLOW CHART FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION



Station PC

Local Agency RMS



When a booking number is first pulled, the preferred method will be to include a fingerprint with the booking number request. This can be achieved by starting the booking process at the Livescan or by pulling up the LACRIS ABS web page that will utilize portable fingerprint devices (like the BlueCheck) to submit a fingerprint as part of the booking number request.

If the booking request originated from the LACRIS ABS web site and a f/p was included in the request, then the continuation of that booking at the Livescan will verify the f/p before permitting the booking to proceed. Once matched, the Livescan will complete the booking process as normal, including a tiered approval process.

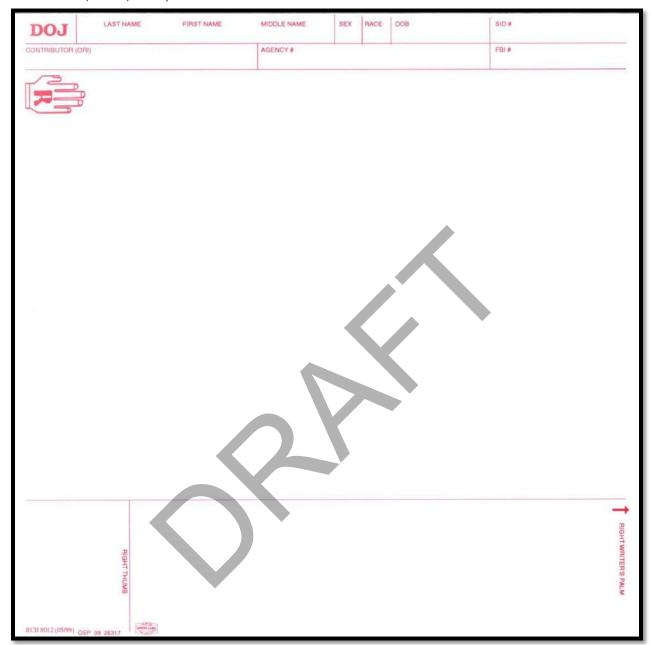
If the booking number request does not contain a f/p, then a specific reason shall be noted in the record for the absence of a print for the request. The reason we have to have this in place, at least for a while, is so we can give ample time for agencies to modify their interface to work with the new interface we will be providing. Also, manual booking number requests without a fingerprint will always be possible, so having this option is a must.

CBS Master Booking Server will handle all booking number request as well as all booking related data and offer up interfaces using GJXDM/NIEM compliant web services for other systems to query for data.

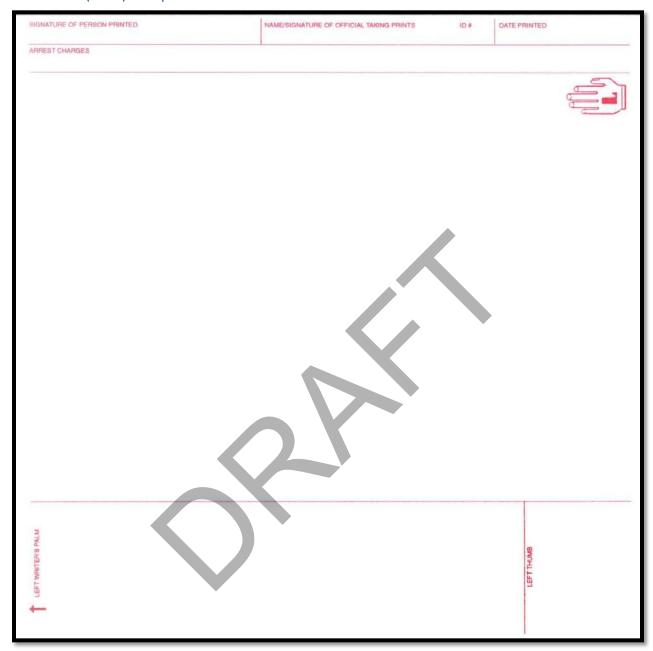
ATTACHMENT A.9 SAMPLE BOOKING FORMS FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

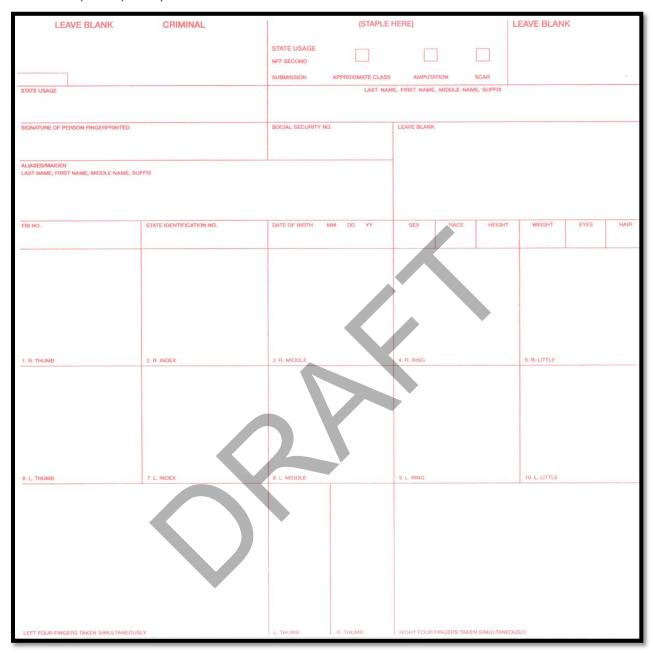
8x8 Palm (Front) Template



8x8 Palm (Back) Template



Criminal (Front) Template



Criminal (Back) Template

FEDERAL BU	FEDERAL BUREAU OF INVESTIGATION, UNITED STATES DEPARTMENT OF JUSTICE WASHINGTON, D.C. 20537						
PRIVACY ACT OF 1974 (P.L. 93-579) REQUIRES	PRIVACY ACT OF 1974 (P.L. 93-579) REQUIRES THAT FEDERAL, STATE, OR LOCAL AGENCIES INFORM INDIVIDUALS WHOSE SOCIAL SECURITY NUMBER IS REQUESTED WHETHER SUCH DISCLOSURE IS MANDATORY OR VOLUNTARY, BASIS OF AUTHORITY FOR SUCH SOLICITATION, AND USES WHICH WILL BE MADE OF IT.						
JUVENILE FINGERPRINT	DATE OF ARREST	ORI	E DE MADE OF II.				
SUBMISSION YES	MM DD YY	CONTRIBUTOR					
		ADDRESS					
***************************************		A D D T D D D D D D D D D D D D D D D D					
TREAT AS ADULT YES		REPLY YES DESIRED?					
SEND COPY TO:	DATE OF OFFENSE	PLACE OF BIRTH (STATE OR COUN	TRY)	COUNTRY OF CITIZENSHIP			
(ENTER ORI)	MM DD YY						
MISCELLANEOUS NUMBERS	SCARS, MARKS, TATTOOS, AND AMPU	TATIONS					
	RESIDENCE/COMPLETE ADDRESS			CITY	STATE		
OFFICIAL TAKING FINGERPRINTS (NAME OR NUMBER)	LOCAL IDENTIFICATION/REFERENCE			PHOTO AVAILABLE?	YES		
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				PALM PRINTS TAKEN?	YES		
IF MILITARY, LIST BRANCH OF S	SERVICE AND SERIAL NO.			>			
CHARGE/CITATION 1.		DISPOSITION 1.					
2.		2.					
3	3						
ADDITIONAL			ADDITIONAL				
ADDITIONAL INFORMATION/BASIS FOR CAUNON STATE BUREAU STAMP							
FD-249 (Rev. 12-1-94)		±U.S. GPO: 1995-	-405-015/20012				

Los Angeles County Booking Slip (Front) Livescan Template

BOOKING No.	LOCAL AG	ENCY No.			LES COUNT ROPERTY R				SUSPECT PHOTO
MAIN No.	SID. / C			FBI No.		ARN No.	DL LIC No. / STATE		
ARRES	ARRESTEE'S NAME (LAST. FIRST, MIDDLE)			7 - 7		STATUS DILECTED BY:			
SEX DESCENT	HAIR	EYES	Y, STATE, ZIP HEIGHT WEIGHT BIRTHDATE AGI		AGE		A COLLECTED:		
VEH. LIC. No. ST.		PT DIST		AK	A/NICKNAME				
BIRTHPLACE	CITIZENSHIP	ARR. AGY. /	DETAIL		MONII	KER		AD CHG	LIVESCAN OPERATOR(S)
FILE	No.		DATE & TIM	E ARRESTED	TIME	BKD			
	LOCATION OF AR	REST			TOTAL BAIL				
S. ATTHER SHOWN	CHARGE			- Series	WARR./COMM. No.	TA SEE A			
JAIL LOC.	ARRAIGNME	NT DATE		TIME	COUF		x	PRISONER'S SIGNATU	BAIL DEVIATION
SOC. SEC. No.	EMF	PLOYER (FIRM O		ABLE PHYSICAL				SPECI	OCCUPATION AL MEDICAL PROBLEMS
		NG WORN				X	LOCATION	OR DISPOSITION OF VEH	HICLE
			N CASE OF EMER	GENCY NOTIFY (N	AME, RELATIONSHII	P, ADDRESS, C	CITY & PHONE)		200
ARRESTING OF	FICER	s son	BOOKING EMP	PLOYEE		SEARCHING	G OFFICER		TRANSPORTING OFFICER
CASH RETAINED	PROPERTY		15635						WATECONTROL OF
		LEATE	C Court of	A CONTRACTOR	N .				Rant Rant Ya bay, seste
OVE NOR EVIDENCE	STREET TOP	WARS		22	TOW BRATTAMENS	PRISONER'S	SIGNATURE FO	OR RECEIPT OF FOREGO	DING CASH & PROPERTY
CASH DEPOSITED	PROPERTY								
						7	-		
		¥.,				PRISONER'S	SIGNATURE FO	OR RECEIPT OF REMAIN	IING CASH & PROPERTY
THE STATE OF THE S	RIGHT FOUR IN	T ASSESSED	OA PESASA DO	RIGHT THUMB IN	RIGHT TH	IUMB OUT		RIGHT FO	DUR OUT
			Skirt				Barako dina		
					- 10				

Los Angeles County Booking Slip (Back) Livescan Template

ADDITIONAL CHARGE	0.	WARRANT NUMI	BER	T	ARRIGN DATE	TIME	COURT
							**
INTERVIEWS - Code: A = ATTY, B = BONDSMAN, D = DOCTO	TELEPHONE CALLS DR, E = EMPLOYER, R = REI	ATIVE, W = WAIN	/ED, O = OTHER E# OR INTERVIE	WER	DATE & TIME MADE	OFFICER HANDLING SERIAL#	PRISONER'S INTIIALS
BAIL DEVIATION	7		3) 351-03				
				X			
						4	
REMARKS						X COMPLETED	
Misdemeanor hold: NO IDENTIFICATION WARRANT			REASON FOR RI		EXPIRATION	FINECITATION DATE.	BAILOTHER
ON GOING PROBLEM NON-CITABLE MISDEMEANOR				RELEA	SED BY	DOCUME	NT ANALYST
OTHER: APPROVED BY WATCH COMMANDER:			RELEASED T	O (NAME	, AGENCY & DETAIL)		
RECORD OF PROPERTY TRA		ER'S SIGNATURE	AUTHORIZING	CODE		= INSPECT E = REMOVE	FOR EVIDENCE DATE AND TIME
ADDING, WITHDRAWING OR INSPECTING	#	WITHDRAV	V	0002	DECOMM NO	TO THO ENT	5/12/11/0 / 11/12
				,			
		-					
OFFICER MAKING FINAL RELEASE		DATE AND TI		I DO SIGNATU		GE RECEIPT OF ALL MY RE	EMAINING PROPERTY
	BOOKING IMAGES					CA DMV IMAGE	S
							9
					72		

Los Angeles County Booking Slip (White Front) Booking Entry Module Template

🗆	
Adult: Juvenile:	
Suspected Gang Member: LOS ANGELES COUNTY J	AIL FOREIGN NATIONAL HAVE AIDS
Gang: BOOKING AND PROPERTY RE	AIL FOREIGN NATIONAL HAVE AIDS
Tag #: PHONE NO: BOOKING NO. LOC. BKG IOR. LIC. NO. STATE	REF EVER HAVE TB
1	STATION RECORDS
ARRESTEE'S NAME LAST FIRST MIDDLE	
ADDRESS CITY, ZIP CODE SEX	
DESCENT HAIR EYES HEIGHT WEIGHT BIRTHDATE AGE	
VEH. LIC NO. STATE RPT. DIST. AKA / NICKNAME	
VEN. DO NO. STATE RPT. DIST. HONORES	
BIRTHPLACE FILE NO. AO. CHG.	
AGY, OR DETAIL ARRESTING DATE & TIME ARRESTED TIME BKD.	
TOTAL BAIL	
B EHARGE WARE COMM. NO.	
рникае: — — — — — — — — — — — — — — — — — — —	
JAIL LOG. ARRAIGN, DATE TIME COURT	PRISONERS SIGNATURE WHEN BOOKED
SOC. SEC NO. CESERVABLE PHYSICAL ODDITIES	OCCUPATION 10
EMPLOYER FIRM OR PERSON'S NAME CITY	PHONE NO. SPECIAL MEDICAL PROBLEMS
CLOTHING WORN LOCATION OF DISPOSITION OF D	A NOTE 12
	13
IN CASE OF EMERGENCY NOTIFY NAME. RELATIONSHIP. ADDRESS	CITY PHONE NO.
ARRESTING OFFICER /EMP #S BOOKING EMPTQYEE SEARCH	IS OFFICER TRANSPORTING OFFICER
CASH RETAINED PROPERTY	15
	PRISONERS SIGNATURE WHEN BOOKED
	17
CASH DEPOSITED PROPERTY	18
	18
	PRISONER'S SIG, FOR REC'T OF REMAINING CASH & PROPERTY
	20
Bulk Property: None Yes	
76B650B-8H-J-293 5/94	
	White - Original

Los Angeles County Booking Slip (White Back) Booking Entry Module Template

BOOKING NO.							
ARRESTEE'S NAME (LAST, FIRST, MIDDLE)	RST, MIDDLE) FILE NO.						
TELEPHONE CALLS, CODE: A-ATTY, B-BONDSMAN D-DE	R E-	-EMPLOYER R-RELATIVE	W-WAIVED O-OTH	ER	OFFICER HANDLING	PRISONER'S INITIALS	
NAME CC	DOE	PHONE # OR INTERVIEWER	DATE & TIME MADE	I	SERIAL#	X	
				1		X	
			1	1		X	
REMARKS.				X	COMPLE	X ETED CALL.	
		T FINGERPRINTS					
MUEN DOOKED DANKE THINKS MILEGIAL							
WHEN BOOKED RIGHT THUMB WHEN REL	EAS	ED REASON FOR REL 849 B1 C RECEIPT#			D TIME	CITATION	
		RELEASED BY:	DOC	UME	NT ANALYST:	:	
·		RELEASED TO: (NA	ME, AGENCY, & DE	TAIL)		
						White - Origin	inal
						TTILLO OTIGII	road

Los Angeles County Booking Slip (Yellow Front) Booking Entry Module Template

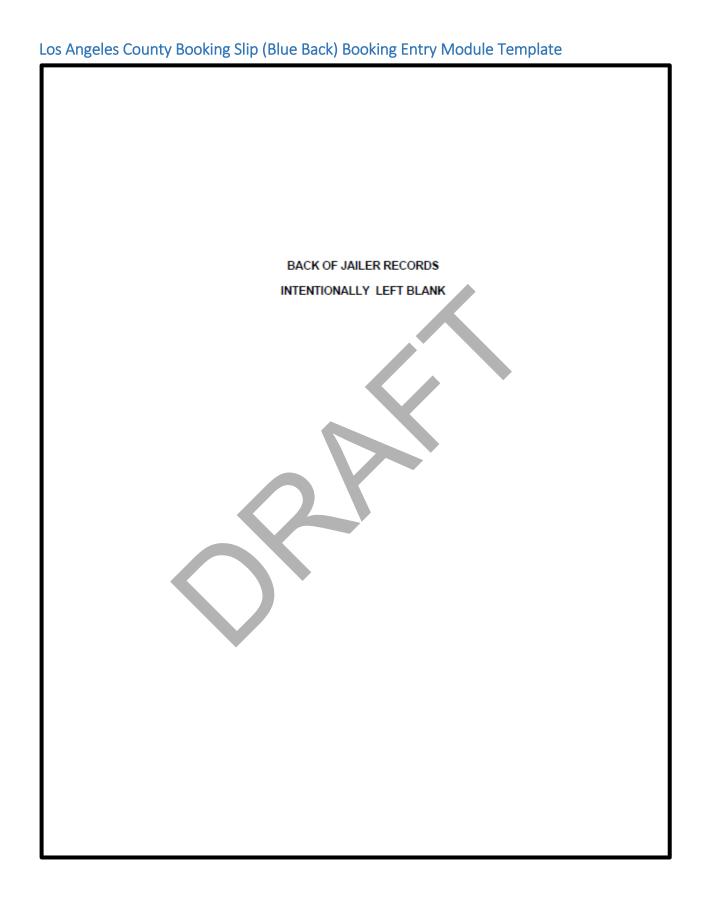
Adult: Juvenile:	
LOS ANGELES COUNTY JAIL BOOKING AND PROPERTY RECO	U VES UNITED TO D
PHONE NO:	NO HAVE TB
BOOKING NO. LOC. BKG DR. LIC. NO. STATE	PROPERTY RECORDS
ARRESTEE'S NAME (LAST, FIRST, MIDDLE)	
ADDRESS CITY SEX	
DESCENT HAIR EYES HEIGHT WEIGHT BIRTHDATE AGE	
VEH. LIC NO. STATE RPT. DIST. AKA / NICKNAME 5	
BIRTHPLACE FILE NO. AO. CHG. 5	
AGY, OR DETAIL ARRESTING DATE & TIME ARRESTED TIME BKD.	
LOCATION OF ARREST TOTAL BAIL	
CHARGE WARE COMM. NO.	
JAIL LOC. ARRAIGN. DATE TIME COURT PRISO	ONERS SIGNATURE WHEN BOOKED
SOC. SEC NO. OBSERVABLE PHYSICAL ODDITIES	OCCUPATION 19
EMPLOYER (FIRM OR PERSON'S NAME, CITY & PHONE NO.)	SPECIAL MEDICAL PROBLEMS
CLOTHING WORN LOCATION OF DISPOSITION OF VEHICLE	12
IN CASE OF EMERGENCY NOTIFY (NAME, RELATIONSHIP, ADDRESS, CITY & PHONE NO.)	13
ARRESTING OFFICER /EMP #'S BOOKING EMPLOYEE SEASCHING OFFICE	
CASH RETAINED PROPERTY	15
PRISC	ONERS SIGNATURE WHEN BOOKED
CASH DEPOSITED PROPERTY	17
	19
PRISC	ONER'S SIG, FOR REC'T OF REMAINING I CASH & PROPERTY
Bulk Property: None Yes	20
768650B-GH-J-293 5/94	
	Yellow - Property

Los Angeles County Booking Slip (Yellow Back) Booking Entry Module Template

RECORD OF PROPERTY TRANSACTIONS INSTRUCTIONS: This copy is to be deposited in the property envelope. Whenever property is removed, such transfer shall be so designated below. This will provide an up to date property inventory when the prisoner is released at the main jail or a custody facility. OFFICER HANDLING SERIAL # NAME OF PERSON ADDING, WITHDRAWING OR INSPECTING PRISONER'S SIGNATURE AUTHORING WITHDRAWAL DESCRIPTION OF PROPERTY DATE AND TIME I DO HEREBY ACKNOWLEDGE RECEIPT OF ALL MY REMAINING PROPERTY OFFICER MAKING FINAL RELEASE DATE AND TIME SIGNATURE Yellow Copy

Los Angeles County Booking Slip (Blue Front) Booking Entry Module Template

Adult: Juvenile:	
LOS ANGELES COUNTY JAIL BOOKING AND PROPERTY RECORD PHONE NO: PHONE NO: PHONE NO: PROPERTY RECORD PROPERTY RECO	-
BOOKING NO. LOC. BKG DR. LIC. NO. STATE JAILERS RECORDS	-
ARRESTEE'S NAME (LAST, FIRST, MIDDLE)	-
ADDRESS CITY SEX	
DESCENT HAIR EYES HEIGHT WEIGHT BIRTHDATE AGE	
VEH. LIC NO. STATE RPT. DIST. ANA / NICKNAME	
5	
BIRTHPLACE PILE NO. AD. CHG.	
AGY, OR DETAIL ARRESTING DATE & TIME ARRESTED TIME BKD.	
LOCATION OF ARREST TOTAL BAIL	
CHARGE WARRINGOMM, NO.	
JAIL LOC. ARRANGE TIME COURT PRISONERS SIGNATURE WHEN BOOKED	_
SOC. SEC NO. OBSERVABLE PHYSICAL ODDITIES OCCUPATION	10
EMPLOYER (FIRM OR PERSON'S NAME, CITY & PHONE NO.) SPECIAL MEDICAL PROBLEMS	11
CLOTHING WORN LOCATION OF DEPOSITION OF WEIGHT	12
IN CASE OF EMERGENCY NOTIFY (NAME, RELATIONSHIP, ADDRESS, CITY & PHONE NO.)	13
ARRESTING OFFICER / JEMP #5 BOOKING EMPLOYEE DEARCHING OFFICER TRANSPORTING OFFICER	14
	15
CASH RETAINED PROPERTY	16
PRISONERS SIGNATURE WHEN BOOKED	17
CASH DEPOSITED PROPERTY	_
	18
PRISONER'S SIG, FOR REC'T OF REMAINING CASH & PROPERTY	19
	20
Bulk Property: None Yes	_
Blue - Jailer's Copy	1
Bido Callor C Copy	
	OPY



Los Angeles County Booking Slip (Pink Front) Booking Entry Module Template

LOS ANGELES COUNT BOOKING AND PROPERTY		FOREIGN NATIONAL YES NO REF	HAVE AIDS HAVE VD HAVE HEPATITIS HAVE TB EVER HAVE TB	YES NO
BOOKING NO. LOC. BKG DR. LIC. NO. STA	1	PRISONER'	S RECEIPT	
ARRESTEE'S NAME (LAST, FIRST, MIDDLE)	1			
AGY, OR DETAIL ARRESTING DATE & TIME ARRESTED TIME BKD.	2			
LOCATION OF ARREST YOTAL BAIL	7			
CHAIRGE WARR.COMM. NO.	8			
	9			
JAIL LOC. AHRAIGN. DATE TIME COURT	PRISONERS SIGNATU	RE WHEN BOOKED		10
CASH RETAINED PROPERTY CASH DEPOSITED PROPERTY Bulk Property: None Yes 7686508-8H-J-293 5/94	PRISONERS SIGNATU		ING CASH & PROPER	16 17 18 19 TY
	Pink	- Pris	oner's	Сору
				PINK COPY

Los Angeles County Booking Slip (Pink Back) Booking Entry Module Template

PRISONER INFORMATION THIS IS YOUR PROPERTY RECEIPT AND IDENTIFICATION, KEEP IT WITH YOU AT ALL TIMES.

 BAIL: (A) On a MISDEMEANOR CHARGE you may be released on bail. Bail may be posted by yourself or by someone else in your behalf; or by posting a surety bond.

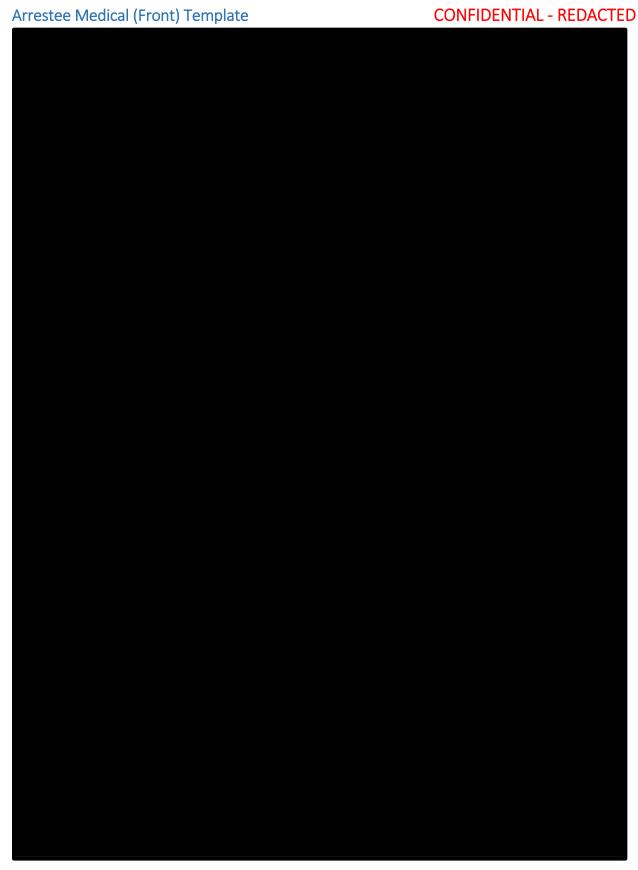
If you are released on bail, or on your own recognizance, you are required to appear in court on the date and time specified. FAILURE TO APPEAR will result in a warrant being issued for your arrest, or other additional penalty.

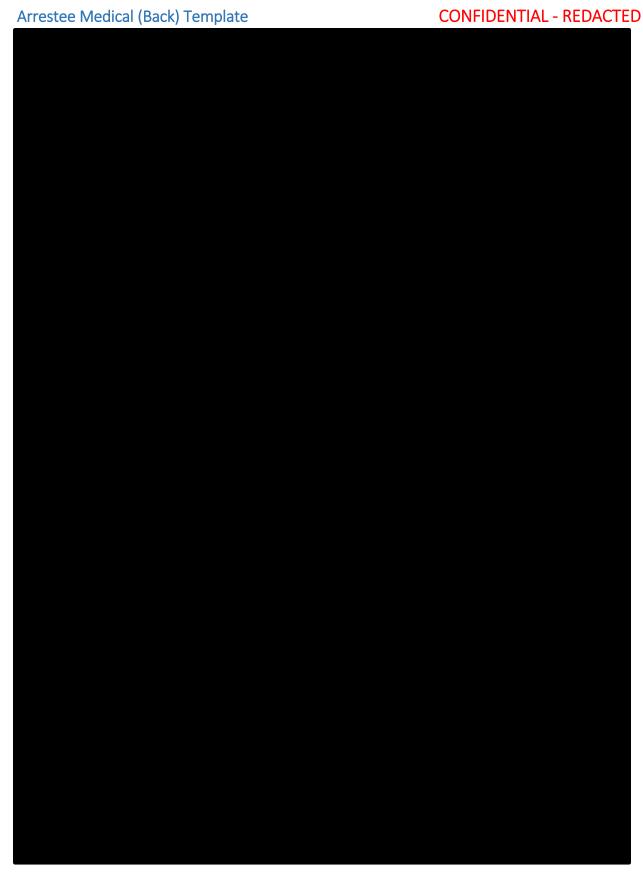
- (B) On a FELONY CHARGE the amount of bail must first be established. The jailer will inform you of the proper procedure.
- (C) On a WARRANT ISSUED IN ANOTHER COUNTY, you have the right, upon demand, to be taken before a magistrate in this county for the purpose of being admitted, to bail. If you wish to go to court for this purpose, or do not know if you are arrested on an out-of-county warrant, contact your jailer.
- 2. COURT APPEARANCE: You may ask the jailer when you are scheduled for court appearance.
- 3. TELEPHONE CALLS AND TELEGRAMS: immediately after booking, you may at your own expense:
- (A) Make one completed telephone call or send a telegram to any person, and;
- (B) Make one completed telephone call or send a telegram to each of the following: Attorney, Bail Bondsman, Physician, Employer, and Relative.
- 4. COST: There is no charge for any type of service while you are in this fail.
- 5. ATTORNEYS AND BAIL BONDSMEN: You may be visited by an attorney or Bondsman upon your request or the request of a relative or friend. Beware of any person interested in procuring a lawyer or bondsman for you.
- 6. VISITORS: (A) In the Sheriff's facilities, see rules and regulations.
- (B) In LAPD facilities, (1) Misdemeanor prisoners may not receive visitors, (2) Felony prisoners may receive visitors who have been issued a pass by the investigator assigned to the case.
- 7. YOUR VEHICLE: If your vehicle has been stored or impounded, YOU ARE, responsible, for any towing or storage charges. Vehicles left in storage without payment of charges are subject to sale for storage charges after 20 days if vehicle appraised at \$200 or less, and after 60 days if vehicle appraised at over \$200. (Refer to Section 22851 of the California Vehicle Code.)
- 8. YOUR PROPERTY: (A) Immediately following release from SHERIFF'S facility, claim your property from the property release section. After one week property must be claimed from the property custodian, Room 151 Hall of Justice, 211 W. Temple St., LA. All property not claimed within 30 days following release will be disposed of.
- (B) LAPD ARRESTEES with EXCESS PERSONAL PROPERTY RECEIPT see instructions thereon.
- MAIL: All mail is subject to censorship. Do not request a lawyer or bondsman for another prisoner. Mail addressed to
 prisoners will be opened and contraband removed. If you do not want to receive mail while in Sheriff's custody, complete and
 sign the 'Refusal of Mail Privilege' form.
- 10. ILLNESS: If you need medical attention, or are aware of another person in need of it, notify the jailer at once.
- CARD GAMES: Card games are permitted in Sheriff's facilities, except Blackjack, Poker, and all gambling games.
 Violators will be punished.
- 12. JAIL RULES: Failure to obey posted regulations or verbal instructions given by the jailer will result in disciplinary action.

PINK COPY

Add Charges And Holds Template

COUNTY OF LOS ANGELES - SHERIFF'S DEPARTMENT ADDITIONAL CHARGES AND HOLDS RECORD BOOKING NO. NAME (BOOKED AS) TIME RACE SEX NAME (ON WARRANT OR CHARGE BEING PLACED) AGE BIRTHDATE COURT ARRAIGNMENT: DATE OF ISSUANCE CHARGE (CODE NO. & DEFINITION) BAIL-INCL. PENALTY CHECK IF IN-CUSTODY WARRANT * SHOW RD OR CITY OF OCCURRENCE DATE TIME COURT CRIME A CHECK IN THIS COLUMN INDICATES A HOLD HAS BEEN PLACE AGAINST YOU ON AUTHORITY OF AN OUT-OF-COUNTY WARRANT. YOU ARE HEREBY NOTIFIED UNDER THESE CIRCUMSTANCES YOU MAY REQUEST A COURT APPEARANCE IN THIS COUNTY FOR THE PURPOSE OF BEING ADMITTED TO BAIL ON THE CHARGE SET FORTH ON THE OUT-OF-COUNTY WARRANT. IF YOU DESIRE A COURT APPEARANCE FOR THIS PURPOSE, NOTIFY YOUR JAILER. (821 & 822 P.C.) UNIT OR AGENCY PLACING SIGNATURE OF OFFICER PLACING TOTAL BAIL-INCLUDING PENALTY ADDITIONAL CHARGE OR HOLD: CHARGE OR HOLD THUMBPRINTS REQUIRED LEFT THUMB RIGHT THUME CII# **RECORD BUREAU** LOS ANGELES COUNTY JAIL





	Y SHERIFF'S DEPARTMENT ATION FORM
DATE: TIME: ARRESTEE'S LAST NAME:	STATION/AGENCY:
ADV	ISEMENT
You may apply for a reduction of your An attorney, friend, or relative may as	bail, or release on your own recognizance. sist you.
	ED BY THE LOS ANGELES COUNTY OT (213) 351-5151, SEVEN DAYS A WEEK,
I have read, and understand this advi	sement signature of arrestoe
ARRESTING DEPUTIE	S/OFFICER'S STATEMENT
The arrestee should should not be The arrestee should should not be Arrestee waived phone call for Bail Deviation Arrestee given phone call for Bail Deviation COMMENTS: Lived in same area one year or less Unemployed Threat to community Injury to victim required medical treatment Pending criminal case	hrs. No family ties in area 1270.1 PC violent felony On active parole or probation
ARRESTING DEPUTY/OFFICER	EMP #
	GEANT/JAILER
	EMP #
	EMP #
SH-R-440 11/91	

LOO ANOELEO COLINEX/	DUEDIEEC DEDARTMENT
LOS ANGELES COUNTY S	
BAIL DEVIAT	
DATE: TIME:	STATION/AGENCY:
ARRESTEE'S LAST NAME:	FIRST: BKG#
AVIS	O
Usted puede aplicar para la reduccion de su propia palabra. Un abogado, amigo, o ESTE ES UN SERVICIO GRATUITO, OF DEL CONDADO DE LOS ANGELES, LLA SIETE DIAS A LA SEMANA, 6:30 AM A 1 He leido, y entiendo este aviso	su fianza, o ser puesto en libertad bajo pariente puede ayudarlo. FRECIDO POR LA CORTE SUPERIOR AME POR COBRAR (213) 351-5151, 12 DE LA MADRUGADA. firma del arrestado OFFICER'S STATEMENT sidered for a reduction of bail. sidered for release on his/her OR.
COMMENTS: Lived in same area one year or less Unemployed Threat to community Injury to victim required medical treatment Pending criminal case	No family ties in area 1270.1 PC violent felony On active parole or probation Weapon used Gang related
ARRESTING DEPUTY/OFFICER	EMP#
WATCH SERGE	ANT/JAILER
JAILER'S SIGNATURE	EMP #
W/SGT'S SIGNATURE	EMP #
SH-R-440 11/91	

Station Jail Orientation (Front) Template

LOS ANGELES COUNTY SHERIFFS DEPARTMENT STATION JAIL ORIENTATION

EL DEPARTMENT DEL ALGUACIL DEL DONDADO DE LOS ANGELES ORIENTACIÓN DE PRISIONEROS

Arrestee's Name:	File#:	, ,	Date:	

- ♦♦ Under Penal Code Section 851.5, an arrestee has the right to make three (3) completed telephone calls within a three (3) hour period after being booked. Local telephone calls are free. Reasonable access to phone calls beyond the 851.5 PC calls will be allowed on a daily basis.
- ◆◆ Pre-arraignment inmates have a right to be considered for bail reduction and /or released on their own recognizance (O.R.) By calling (800) 773-5151 or (213) 351-5151, collect, between 6:30 AM and midnight everyday. This service is free of charge.
- ◆◆ A inmate is allowed visits within 24 hours of being in custody. Check with the jailer for visiting hours and duration. Attorney visits are allowed any time. All visits are subject to the approval of the Watch Commander and dependent upon the safe operation of the jail.
- ♦♦ Personal hygiene items are available to all inmates in custody longer than the morning following arrest. These items include: Shampoo, deodorant, toothbrush, toothpaste, soap, comb, and shaving implements. Showers are available daily.
- ♦♦ Reading material, games, and correspondence materials (paper/pencil/envelopes/stamps) are available to all inmates. Those inmates without funds should notify the jailer regarding postage-free letters.
- Inmates who are ill or require medical attention should notify the jailer immediately.
- ◆◆ Penal Code section 3409 allows FEMALE INMATES to request continued use of items necessary for personal hygiene with regard to menstrual cycle and reproductive system or birth control prescribed by a physician.

- ◆◆ Referente al Artículo 851.1 del Código Penal, una persona arrestada tiene el derecho de completar 3 llamadas telefónicas dentro du un período de 3 horas después de haber sido procesada. Las llamadas locales son gratis. Se les permitirà acceso razonable para hacer lamadas diariamente fuera de llamadas pertenecientes al Codigo 851.5
- ♦♦ Los asilados que aun no han sido informados de sus cargos en la corte tienen el derecho de ser consideros para una reducción de fianza y, o de ser puestos en libertad bajo su propria palabra (O.R.). Llame a (800) 773-5151 o (213) 351-5151, entre las 6:30 de la mañana y medianohe cada día. Este servicio es gratis.
- ♦♦ Se les permiten visitas a los asilados entre las 24 horas después del arresto. Pregúntele al carcelero para información sobre las horas y duración de la visita. Se permiten visitas de abogados a cualquier hora. Todas las visitas serán bajo la probación del comandante de turno, y dependientes a la seguridad de la càrcel.
- ♦♦ Se proveen artículos para higiene personal a los asilados que han estado detenidos la mañana siguiente de haber sido arrestado. Estos artículos incluyen: champú, desodorante, pasta dentifrica, cepillo de dientes, jabón, peine, y artículos para rasurar. Se les permitirá bañarse diariamente.
- Mareriales de leer, juegos, y materiales de correspondencia (papel/lápiz/estampillas) están disponibles a los asilados. Los asilados sin fondos deberían de avisarle al carcelero para obtener sobres con estampillas postales.
- Los asilados que están enfermos o necesitan atención médica deben de avisarle al carcelero inmediatamente.
- ◆◆ El Articulo 3409 del Codigo Penal permite a LAS ASILADAS el uso continuo de articulos necesarios para higiene personal con respeto a la menstrucion y el sistema reproductivo con referencia a los anticonceptivos orales recetados por un medico.

SH-R-449 (Revised 9/01)

Station Jail Orientation (Back) Template

- ◆◆ Any FEMALE INMATES confined at a station jail for more than 24 hours has the right to receive the services of a physician to determine if she is pregnant. If the inmate is found to be pregnant, she is entitled to receive a determination as to the extent of medical services needed by her and to receive such services from the physician of her choice. Penal Code Section 4028 allows PREGNANT FEMALE INMATES desiring an abortion to have their eligibility for said procedure to be determined pursuant to law, and if eligible, to be permitted to obtain an abortion.
- ◆◆ FEMALE INMATES who wish to have their own physician examine them will be taken to Sybil Brand Institute for Women. Those ill or injured inmates who do not request their own physician will be transported to LACO/USC Medical Center Unit III Emergency Room 2M33.
- **** INMATES SHALL BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE SERVICES OF A PHYSICIAN WHOSE SERVICES ARE NOT PROVIDED BY THE SHERIFF'S DEPARTMENT.
- **** SPECIAL ATTENTION!! ANYONE WHO INTENTIONALLY DEFACES OR DESTROYS ANY JAIL PROPERTY IS GUILTY OF A CRIME AND WILL BE PROSECUTED (4600 PC).
- **** INMATES WHO CREATE DISTURBANCES AND/OR DESTROY JAIL PROPERTY WILL FORFEIT THEIR ACCESS TO AND REISSUANCE OF READING MATERIALS, GAMES, VISITS, ETCETERA.

I HEREBY STATE THAT I UNDERSTAND THE CONTENTS OF THIS DOCUMENT AND SIGN MY NAME WILLINGLY.

DATE:	
JAILER:	
DATE:	

- ◆◆ Cualquier ASILADA detinida en una estación por màs de 24 horas tiene el derecho de recibir los servicios de un médico para determinar si està embarazada. Si se determina que la asilada està embarazada, ella tiene el derecho de recibir una evaluación acerca del extento de servicios médicos necesarios, y de recibir estos servicios por el médico de su preferencia. El Artículo 4028 del Código Penal permite a las ASIADAS EMBARAZADAS que deseen un aborto que se lleve a cabo una evaluación para determinar si es eligible, y según la ley, a que se le permita recibir un aborto.
- ◆◆ LAS ASILADAS que desean se examinadas por su propio médico seràn llevadas al instituto para Mujeres Sybil Brand. LAS ASILADAS enfermas o lesionadas que no piden sus propios médicos seràn llevadas a la Unidad de Emergencias III, Salon 2M33, del Hospital General de Los Angeles.
- ***** LOS ASILADOS RESPONSABLES PARA CUALQUIER GASTO INCURRIDO A CAUSA DE LOS SERVICIOS DE UN MÉDICO SI ESTOS SERVICIOS NO SE PROVEEN POR EL DEPARTMENTO DEL AQUACIL.
- **** ATENCIÓN EXPECIAL!! CUALQUIER PERSONA QUE DESTRUYE OR DISFIGURE INTENCIONALMENTE CUALQUIER PROPIEDAD DE LA CÁRCEL SERA CULPABLE DE UN CRIMEN, Y SERÁ PROSEGUIDO POR EL ARTÍCULO 4600 CÓDIGO DEL PENAL.
- **** LOS ASILADOS QUE CAUSAN DISTURBIOS Y, O DESTRUYEN PROPIEDAD DE LA CÁRCEL PERDERÁN EL ACCESO Y EL DERECHO DE TENER MATERIALES DE LECTURA, JUEGOS, VISITAS... ETCÉTERA...

YO DECLARO QUE COMPRENDO EL CON-TENIDO DE ESTE DOCUMENTO, Y FIRMO MI NOMBRE VOLUNTARIAMENTE.

SIGNATU	JRE:
DATE: _	
JAILER:	
DATE: _	

SH-R-449 (Revised 9/01)

SIGNATURE:

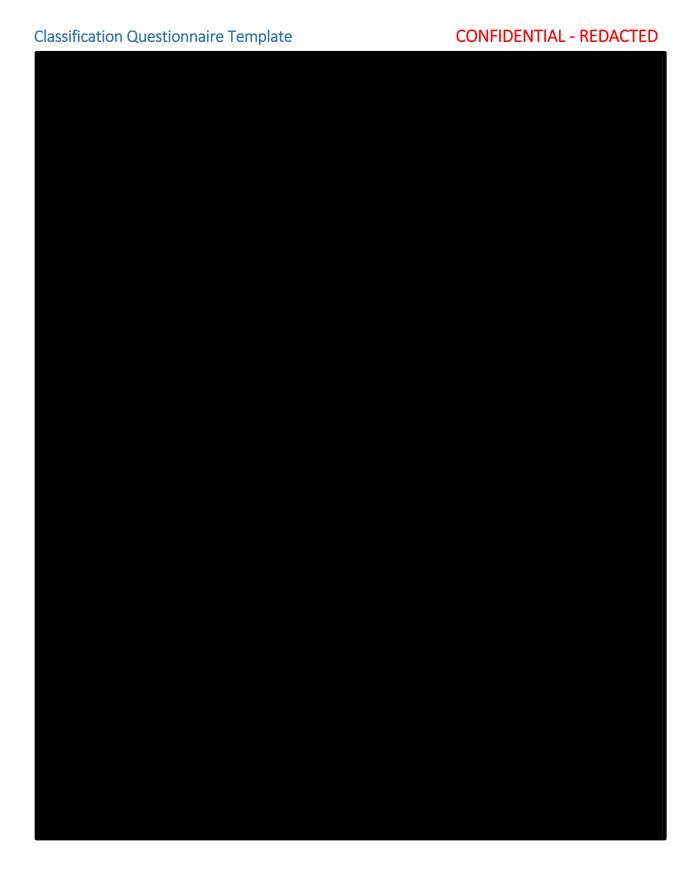
Arrested Person's Children Form (Front) Template

Name of Arrested Person:	Booking #	URN#/	Warrant	#			
Thenever the term "Child" or "Children" is used, the term "Dependent Adult" may be substituted.							
ection I	· ·	-					
TO BE COMPLETED BY ARRESTED PE			_		_		
am the custodial parent/guardian of minor child(re	en).	Yes		No			
I was advised that I am entitled to two additional te care.	elephone calls to arrange for child	Yes		No			
My child(ren) currently has appropriate supervisior		Yes	П	No			
My child(ren) is currently at (name of school, child etc.)							
Ar	rrestee's Signature						
ection II							
ocation, this form shall be completed by the responding	ND APPROPRIATE SECTIon deputy. If children are not at location DOB	n, this form s					
Child's Name Did arrestee use the station telephone to male the parent/guardian requested the child(ren) be placed.	DOB Compared to the control of the	n, this form s		ompleted			
Child's Name Did arrestee use the station telephone to male PARENTAL PLAN FOR CHILD CARE The parent/guardian requested the child(ren) be playing the child the child the parent/guardian requested the child(ren) be playing the child the c	DOB Re childcare arrangements? (Yes	n, this form s		ompleted			
Child's Name Did arrestee use the station telephone to male the parent/guardian requested the child(ren) be placed.	deputy. If children are not at location DOB Re childcare arrangements? (Yes laced (Name) Name:	n, this form s		ompleted			
Child's Name Did arrestee use the station telephone to male PARENTAL PLAN FOR CHILD CARE The parent/guardian requested the child(ren) be playing the child the child the parent/guardian requested the child(ren) be playing the child the c	deputy. If children are not at location DOB Re childcare arrangements? (Yes laced (Name) Name: DOB:	n, this form s		ompleted			
Child's Name Did arrestee use the station telephone to male PARENTAL PLAN FOR CHILD CARE The parent/guardian requested the child(ren) be playing the child the child the parent/guardian requested the child(ren) be playing the child the c	DOB Re childcare arrangements? (Yes laced (Name) Name: DOB: Home Phone:	n, this form s		ompleted			
Child's Name Did arrestee use the station telephone to male PARENTAL PLAN FOR CHILD CARE The parent/guardian requested the child(ren) be playing the child the child the parent/guardian requested the child(ren) be playing the child the c	deputy. If children are not at location DOB Re childcare arrangements? (Yes laced (Name) Name: DOB:	n, this form s		ompleted			
Child's Name Did arrestee use the station telephone to male PARENTAL PLAN FOR CHILD CARE The parent/guardian requested the child(ren) be playing the child the child the parent/guardian requested the child(ren) be playing the child the c	deputy. If children are not at location DOB Re childcare arrangements? (Yes laced (Name) Name: DOB: Home Phone: Cell Phone:	n, this form s		ompleted			

Arrested Person's Children Form (Back) Template

DEPARTMENT OF CHILDREN AND FAMILY SERVICE custody pursuant to WIC §300 or for consultation and/or (-540-4000). It is law enforcement's responsibility to take abuse is suspected and the safety of the child(ren) is an in	checking careta a child(ren) into	ker status in	DCFS's	system. (D	CFS Hotline 800
Date, Time, and Name of DCFS Employee Contacted:	Date		Time		
	Name				
Was caretaker in DCFS system?	Yes			No	
Was the child(ren) taken into Protective Custody?	Yes			No	
Date, Time and Name of Social Worker Taking Custody of Child(ren)	Date		Time		
	Name				
DCFS F	Referral #				
Section III					
Deputy/Jailer Employee #	Approved By:				
Deputy/James Employee #	Date				
SH-R-625 (Revised 01/13/ FOSS)					Page 2 of 2

LOS ANGELES COUNTY **RELEASED FORM** ORIGINAL BOOKING NO MAIN NO SID NO FBI NO ARRESTEE'S NAME (LAST, FIRST, M) ALIEN NO DR LIC NO ST ADDRESS DESCENT HAIR EYES HEIGHT BIRTHDATE AGE SEX WEIGHT VEH LIC NO RPT DIST AKA/NICKNAME FILE NO MONIKER AD CHG BIRTHPLACE AGY OR DETAIL ARRESTING DATE & TIME ARRESTED TIME BKD LOCATION OF ARREST CHARGE TOTAL BAIL WARR COMM NO DATE & TIME OF RELEASED RELEASED REASON RELEASED COMPLETED BY (FULL NAME & NO) FINGERPRINT TAKEN AT RELEASED FINGERPRINT TAKEN AT BOOKING Messages



Los Angeles County Sheriff's Department VOLUNTARY DELAYED RELEASE

1. INMATE/ARRESTEE INFORMATION	
NAME:(Last, First)	BOOKING NUMBER:
(Last, First) Effective January 1, 2015, per Senate Bill (SB) 833 and 4024 (b) (1) in custody up to 16 hours or until normal business hours, whichever is	PC, all inmates/arrestees have the right to remain
center or to be released from jail during business hours. Normal busi This request is voluntary and can be revoked at any time by the inma	ness hours are between 0700 hours - 1700 hours.
2. REQUEST	
■ No, I do not want to participate in the Voluntary Delayed Resoon as possible.	elease Program and want to be released as
■Yes, I do want to participate in the Voluntary Delayed Release bail bond as soon as possible of my voluntary decision to remain	
The reason(s) for my written expressed consent to volunta	arily remain in custody is:
O Do not want to be released during nighttime hours	
O Unable to access basic reentry services	
O Unable to access immediate treatment services	
Transportation arrangements	
O Homeless shelter intake hours	
O Other:	
Inmate/Arrestee Signature:	Date:
Employee Signature: Emp.	# Date:
■ INMATE/ARRESTEE REFUSAL TO SIGN (This sect needs assistance in completing this form) (if applicable, please of	
Employee Signature:	Emp. #
Watch Sergeant Signature:	
3. REVOCATION	
☐ I revoke my previous request to delay my release (this	requires a watch commander signature)
Inmate/Arrestee Signature:	Date:
Watch Commander Signature:	Emp. #
	Date/Time:
SH-AD-692 The original form shall be placed in the inma Revised 02/2016 Custody Support Services	tes/arrestees "Booking Packet."

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT INTOXICATION OBSERVATION SHEET

	n shall be completed by the station jailer receiving the arrestee. The observation shall be completed for all ted for being under the influence of alcohol or drugs. In addition, the observation may be completed if the jailer believes the arrestee appears to be under the influence of alcohol or drugs.
FILE:	ARRESTING AGENCY:
ARRESTEE:	BOOKING #: DATE:
	JAILER'S OBSERVATION CHECK ALL THAT APPLY
() St () Sv () Po () Ui () Fa () No	Reminder: Diabetic reactions can cause a person to appear drunk. Check arrestee thoroughly for
	diabetic identification. Arrestees who are in need of additional medical care shall be treated by paramedics or transported to the nearest emergency hospital or jail ward.
Additional Con	mments/Observations:
* 4	
	r symptom with an asterisk requires <u>MANDATORY</u> placement in a ring/detox cell, welfare checks, and watch commander's approval.
Jailer:	Emp,#; Time:
Time Arrestee: Arrestee was re	JAILER'S RECORD OF ARRESTEE WELFARE CHECK -Check every half hour. If sleeping, awaken the arrestee- Comments Checked by Booking #: eased/transferred to a regular cell # at hours.
SH-R-445 (Revise	ed 01/12)

Intoxication Observation Sheet (Back) Template

	inmate after six hours in the sobering/detox cell. If further detox is necessary, complete the six-ho ion and welfare checks below. Refer to the Custody Division Manual, Section Six, for instructions.	our re-
	SIX-HOUR RE-OBSERVATION -If the arrestee's condition is not improving, transport to hospital for evaluation-	
	JAILER'S OBSERVATION CHECK ALL THAT APPLY	
() Stag () Swa () Pool () Unsi () Fair () No I	or Dexterity* () Droopy/Sleepy () Mumbled () Argumentive steady* () Other: () Slow/Thick () Excited	
		_
	symptom with an asterisk <u>REQUIRES</u> the arrestee to remain in a	
soberii	ing/detox cell, welfare checks, and watch commander's approval	,
Jailer:	Emp. #: Time:	
	JAILER'S RECORD OF ARRESTEE WELFARE CHECK	
	-Check every half hour. If sleeping, awaken the arrestee-	
Time	Check	ed by
Arrestes was relea	eased/transferred to a regular cell # at hours.	
Arrestee was rejea	assecutiansiemed to a regular cel # at nours.	
Comments:	WATCH COMMANDER'S INSPECTION	
Comments.		
Watch Commander:	Emp #: Time:	_
This form is to be p	e placed in the station URN file when the inmate is released. If the inmate is transferred to another	facility,
	by of this form shall go with the inmate and the original shall be placed in the station URN file.	•
SH-R-445 (Revised	d 01/12\	
Desiver) C++-n-nc	U 01/12/	

Juvenile Detention
Booking Slip "9-line" (SH-J-294) and ADD Charge / Hold Sheet (SH-CR-435) (If Necessary).
Children form (SH-R-625)
Notification to parent at scene or phone calls
Gladys R Form (Subject is13 years or younger)
Miranda Advisement
Detective Notification, or written/or video/audio confession
Juvenile Detention Log in Watch Commander's Office (W/C notification)
Jain printout
Live-scan return printout
If releasing to parents receive W/C-WSGT. approval and write citations (including Parental Cite Back 660.5(e) W.I.C. for parents)
Call Los Padrinos "Intake" or Eastlake "Intake" for Authorization to Book - (Place Probation Officer's Name on Bus Ticket)
Juvenile Detention Center Entrance Form "Bus Ticket" (L.P. Booking)
Copy of approved PCD (SH-CR-461 - L.P. Booking)
Medical Questionnaire (SH-R-422 - L.P. Booking)
If alcohol consumed within last 12 hours, <u>OK TO BOOK REQUIRED</u> If narcotics used within last 24 hours, <u>OK TO BOOK REQUIRED</u>

Gladys R Form (Front) Template

Minor's Na	me:		Age at time of offend	ce D.O.B.	Booking Number					
,										
Date	:	Completed By:	Badge/Employee Number	File No.						
			Number							
committe advising	d and a	be completed for all juvenil after Miranda advisement ha subjects of Miranda rights. s such as silent, appointed, o	ns been given. <u>Note</u> Determine if he/she	Extra care sho knows the mea	ould be taken when aning of lawyer, judge					
Miranda A	dvisem	ent:								
	Mirar	nda Given?	YE	s []	NO []					
	Did n	ninor indicate he/she understood	rights?	s []	NO []					
	Did n	ninor waive his/her rights?	YE	S []	NO []					
Do you Give r	me an e	the difference between doing what xample of something right to do.	YE	S []	Grade?NO []					
5. What	happen:	s to you when you do something	wrong?							
ake someth ething that eone's prop ig or abetti OR EXPLAII	ing tha isn't yo perty fro ing. Asl N HIS/F	is refer to the specific crime being to doesn't belong to you instead ours instead of "burglary"; start our them by hitting them or scalar about the specific sexual activities and the work wrong to	d of "steal theft" go in t a fight or hit someon ring them instead of " vity instead of "oral co	to a house witho e instead of "assa 'robbery"; "look pulation" or "pe	ut permission to take nult" or "battery"; take out" or "help" instead netration". <u>TRY TO HA</u>					
Do you know it is wrong to (Specific crime being investigated)										
			YE	S []	NO []					

Gladys R Form (Back) Template

7.	Did you know it was wrong to					
		(Spec	cific crime being in	nvestigated)		
	before					
	(Incide	ent date or time fra	me before crime o	occurred)		
8.	Do you know it is wrong to help someone else	·				
			(Specific crime	being investig	jated)	
_	16 diddlink a					
9.	If someone did this to you, would it be wrong?					
10.	Were you ever taught it was wrong to					
	By Whom?	(i.e. paren	t, teacher, etc.)			
11	What were you taught about it being wrong to					
	What were you taught about it being wong to					
			Δ			
I.	Questions for Parent(s) Guardian(s) / Teach	her / Other				
Name	of person questioned		Relationship			
	ioned by		In person	Via 1	Telephone	
1.	What is minor's age	Date of birth?				
		_ \				
2.	Have you taught		the difference l	between right a	and wrong?	
	(Minor's	name)	YES	[]	NO	[]
3.	Does	know it is wron	na to			
٠.	(Minors name)		(S)	pecific crime be	eing investig	jated)
			YES	[]	NO	[]
4.	Did he/she know it was wrong before the even	nt?	YES	[]	NO	[]
5.		en taught that it is				
	(Minors name)			(Specific crime	being inves	stigated)
6.	How and by whom? (i.e., parents, teachers, e	etc.)				
7.	Does go to sch	hool?	Where?		Grade?	
	(Minors name)				_	
	0				-0	
8.	Can (Minors name)	read?		Write	e?	
	,,					
		2				

Foreign National Arrest Advisement Form Template

LOS ANGELES COU	NTY SHERIFF'S DEPARTMI	IENT - FOREIGN NATIONAL ARREST ADVISEMENT FORM
Arrestee's Name:		Booking Number:
		Arresting Agency:
Charge(s):		
	<u>E</u>	<u>ENGLISH</u>
	5	Statement 1
consular representat you obtain legal cour want us to notify you	who is being arrested or deta ives here in the United State: isel, may contact your family ir country's consular officials, insular officials are notified, t ficials? Please circle	Statement 2
	When Consular	r Notification Is Mandatory
or visit you. You are counsel, may contact	not required to accept their a your family, and may visit you lar officials as soo n as pos sib	tained. After your consular officials are notified, they may call assistance, but they may be able to help you obtain legal you in detention, among other things. We will be notifying ble.
Form Completed By:	□ LASD □ Arresting Age	ency:
Employee Complet	ing Form:	Employee Number: Date:
-To arrange for Consi Information Bureau,	ormation, visit www.ilu.lasd. ular access and for further as	d.org, click on Inmate and Jail Information on the left side. ssistance, please contact Los Angeles County Sheriff's (213)229-1705 or email ilu@lasd.org between the hours of king Number.
	NLY: FAX or email this comple	leted form and (if available) booking slip immediately to the
LASD PERSONNEL OF	Unit at (323)415-4882 or ilu(leted form and (if available) booking slip <u>immediately</u> to the @lasd.org. DO NOT NOTIFY THE CONSULATE DIRECTLY. This tions; we will notify the Consulate of the involved Country.
LASD PERSONNEL OF International Liaison Unit is responsible fo	Unit at (323)415-4882 or ilu(r all LASD Consular notificati	@lasd.org. DO NOT NOTIFY THE CONSULATE DIRECTLY. This

8047 Sex Offender Registration Requirement (Page 1 of 3) Template

STATE OF CALIFORNIA CJIS 8047 (Orig. 04/1994; Rev. 01/2017)

DEPARTMENT OF JUSTICE

NOTICE OF SEX OFFENDER REGISTRATION REQUIREMENT (Sex Offender Registration Act - Penal Code § 290-290.024 and 290.01)

California Sex Offender Registry (CSOR) P.O. Box 903387, Sacramento, CA 94203-3870

(Note: This is not a registration form. Use the CJIS 8102S form for registration purposes)

PLEASE FOLLOW THESE IMPORTANT PROCESSING INSTRUCTIONS:

- Print or type required information and submit form to the Department of Justice (DOJ) within three (3) business days.
 Submit a current photograph of the registrant. Photographs must be electronically submitted by using the DOJ image System.
 Have the registrant read and initial the registration requirements on page two of this form.
- · Verify the registrant understands the requirements.
- · Provide a copy of this form to the person being notified of registration requirements.

	FULL NAME OF PER	RSON NOTIFIED	Last	,	First				Middle		Suffix
RY ATION	DATE OF BIRTH	CII NUMBER (SID)		SOCIAL SE	CURITY NU	MBER	FBI NUME	BER		INSTITUTION N	UMBER
PERSONAL HISTORY INFORMATION	DRIVER'S LICENSE		SEX	RACE	HAIF	COLOR	EYE COLOR	HEIGHT	WEIGHT		
-	SCARS, MARKS, TA	ATTOOS, AND OTHER	CHARACTER	ISTICS	LOC	ATION	DES	CRIPTION	PICTUR	E TI	EXT
NO	ARRESTING AGEN	CY	DATE OF	FARREST	PROSEC	UTING AGE	ENCY		NAME OF	COURT	
CONVICTION	REGISTRABLE CO	NVICTION		MISDEMEAN	DR 🔲	FELONY	CONVICT	ION DATE	CASI	ENUMBER	
OS	Out of state	ION, IF OTHER THAN	☐ Milita	iry	DATE OF SC	CHEDULED	DISCHARG	E OR REL	EASE DATE P	AROLE OR PRO	BATION EXPIRES
-		HERE I EXPECT TO R		RELEASE							
RELEASE	RELATED ADDRES	SS (Emergency Contact	0		X				TSIDE OF CALL MY RELEASE	FORNIA	ES NO
RELI	NAME OF AGENCY	SUPERVISING PARC	OLE OR PROBA	ATION	NAME OF SI	IPERVISIN	IG PAROLE	OR PROB	ATION OFFICE		
	PAROLE/PROBATION	ON AGENCY ADDRES	is		City			State	Zip Code	TELEPHONE	NUMBER
	NOTIFYING AGENCY				ORI MNEMO			MNEMON	ONIC TELEPHONE NUMBER		
FING SER	AGENCY ADDRESS	5			City		State	Zip Code	NOTIFYIN	G AGENCY E-M	AIL ADDRESS
STATEMENT OF NOTIFYING OFFICER		tified the individual vidual understands				uty to reg	ister unde	er provisi	ons of the ap	oplicable stati	ute(s), and I
	NAME AND TITLE	OF NOTIFYING OFFI	CER (Print or typ	e) SIGNATU	JRE OF NO	TIFYING OF	FFICER		D/	ATE OF NOTIFIC	ATION
STATEMENT OF ERSON NOTIFIED	and 290.01. I hav 2 of this form. I i law that may be s understand failur or failing to prov this form is also	fied of my duty to r ve read or had read understand it is my made after i sign the re to comply with the ride accurate inform punishable as a cr	I to me, and in duty to known is form. I ce the registration thation is pun iminal offens	nitialed each w the registr rtify the info on requirement ishable as a se.	n registrati ration requ ermation pe ents, provi	ion requir ilrements, rovided is ding false offense. I	ement spe , including true and informati understar	ecified on changes accurate ion on the nd refusin	page s to the . I	Rolled Right If amputater available	d, use next
STATE	NOTE: THIS FORM DOES NOT COMPLETE YOUR DUTY TO REGISTER. UPON RELEASE FROM NCARCERATION OR RELEASE ONTO PROBATION, YOU MUST REGISTER IN PERSON WITHIN FIVE (5) WORKING DAYS TO COMPLETE THE REGISTRATION PROCESS.)										

8047 Sex Offender Registration Requirement (Page 2 of 3) Template



STATE OF CALIFORNIA CJIS 8047 (Orig. 04/1994; Rev. 01/2017)

DEPARTMENT OF JUSTICE

NOTICE OF SEX OFFENDER REGISTRATION REQUIREMENT

	E DEDROM MOTURE	Look					3	0.024 and 290.0		
THE O	F PERSON NOTIFIED	Last	First		M	iddle		CII NUMBER (SID)	DA	TE OF NOTIFICATI
								D INITIAL ALL REG		
								290.005, PC § 290.5 or by		
	release on probation	, with the law e	morcement agen	cy naving jun	saiction over m	ry prace(s) of re	sidence or when	release from incarceration in am physically present	as a transic	int. (PC § 290)
	the last registered ac period. (PC § 290.01	five (5) working idress, and the (5)	days after relea update of registr	se on probation ration that is re	on. I do not hav equired to occu	r within five (5)	after release if I working days be	eration, placement, or com was incarcerated for less fore or after my birthday of	than thirty did not fall v	(30) days and I retur within that incarcerat
_	I must annually upde over my residence a (PC § 290.012)	te my registrat ddress or wher	on information in a I am currently p	person, within resent as a tr	n five (5) worki ansient. Annu	ng days before al updates beg	or after my birth in with my first bi	day, at the law enforceme rthday following registration	nt agency ton or chang	naving jurisdiction e of address.
_	Upon coming into, or days, with the law en	when changing forcement age	g my residence a ncy having jurisd	ddress within iction over my	a city and/or o residence. (P	ounty in which C § 290, 290.0	l am residing, I n 13)	nust register or re-register	in person,	within five (5) working
_	or agencies in persoi	n within hive (5)	WORKING GRAVE Det	fore or after I	leave If I do no	në krounaar moar muse	e engirianna americ	side of the state, I must in ess or transient location I orking days of moving to t	rought Lotine :	north, but nonlintered
_	If I am registered at a jurisdiction where I a	residence ade m physically p	iress and becomesent as a transi	e transient, I h ent. (PC § 29	ave five (5) wo (0.011)	orking days with	nin which to regis	ster in person with the law	enforceme	nt agency having
	over the new address	a. (FC 9 250.t	11)					person with the law enforce		
	If I have no residence Thereafter, I must up where I am physically I must also comply w	e address, I mu date my regist y present as a ith the annual	st register in pers ation information ransient on the d equirement to up	son in the juris in person no lay I re-registe idate my regis	diction where less than once or. I do not nee stration. (PC § ;	l am physically every thirty (3 d to report chair 290,011)	present as a train 0) days with the l nges of transient	nsient within five (5) works aw enforcement agency h location within the 30-day	ng days of naving juriso period union	becoming transient, diction over the place ess I move out of sta
	If I am registered as as a transient, in pen transient location out	a transient and son, within five of state, if kno	I am moving out (5) working days wn, and any plan	of state, I must before or after is to return to	st inform the la or I leave. I mus Calfornia. (PS	w enforcement thalso inform th § 290:611)	agency having j ne law enforcement	urisdiction over the place ant agency of my planned	where I was destination	s physically present , residence, or
	If I move outside of C	california, I am	required by feder	al law to regis	ter in the new	state within the	e (3) working da	ays.		
_	If I have ever been of enforcement agency (PC § 290.001, 290.0	ommitted as a having jurisdic (12)	sexually violent p tion over my resid	redator, I mus dence or trans	t update my re ient location. I	gistration information in the must also com	nation in person, ply with the annu	no less than once every all requirement to update	ninety (90) my registra	days with the law tion in person.
_	If I have more than o five (5) working days inform in person, the	ne residence a at each addre registering age	ddress at which I as with the law er ancy having jurisc	regularly resinforcement against the	de (regardless ency having ju at address with	of the number risdiction over in five (5) work	of days or nights each residence, ing days before	I spend at each address) If I no longer reside at the or after I leave. (PC § 290	, I must reg registered .010)	ister in person, withi address, I must
	If I reside or am a tra with the local law enf	nsient on a Un orcement ager	versity of Californ cy having jurisdic	nia, California dion over the	State Universit campus and a	ty, or communi aditionally with	ty college campu the campus polic	is, I must register in perso te. (PC § 290, 290.011)	n, within fiv	e (5) working days
_	If I am enrolled or em enrollment or employ campus. I must also employed at that inst	nployed (with a ment, with the register in per itution, I must i	without compen- campus police do not with the law o lotify the registeri	sation) at an i epartment, or enforcement a ing agency for	nstitution of hig if no campus p gency having j the campus w	ther learning, I olice departme urisdiction over ithin five (5) wo	must register wit nt exists, with the my place of resi orking days. (PC	hin five (5) working days of a law enforcement agency idence or transient location § 290.009, 290.01)	of comment having juri n. When I c	perment of the term of isdiction over that sease being enrolled
	Campus registration register for online cor- enforcement agency institution, I must not available at: www.oa	mast be in persures by mailin having jurisdic fy the registeri	on unless I am e g the DOJ Online ion over that car ng agency for the	nrelled in an o Course Regi- nous, within for campus with	online course w stration Form to we (5) working in five (5) work	thich does not to the campus godays of comme ing days. (PC §	require my prese olice departmen noement of my t 290.009, 290.0	nce at an institution of hig t, or if no campus police of erm of enrollment. When 1) The Online Course Reg	her learning lepartment I cease being gistration Fo	g in California. I mus exists, to the law ng enrolled at that orm is
	 If I live outside of Cal agency having jurisdi my state of residence 	ction over my	chool or employs	ster in that sta ment location	te and I attend within five (5) v	school or am overking days of	employed in Calif beginning atten	fornia, I must register in p dance or becoming emplo	erson with t lyed, in add	he law enforcement ition to registering in
_	I must provide proof	of residence to	the registering as	gency within th	hirty (30) days	of registration	r re-registration	at a new residence addre	ss. (PC § 2	90.015)
_	If I am on parole or p proof of any change	robation, I mus or update to my	t provide proof of registration with	registration to in five (5) wor	o my parole ag king days. (PC	ent or probation § 290,85)	officer within st	x (6) working days of relea	ase on parc	le or probation and
_	If I change my name where I am required:	I must notify in to register as a	person, within fiv transient. (PC §	e (5) working 290.014)	days, the law	enforcement ag	ency or agencie	s having jurisdiction over	my place of	fresidence or place
	. I understand I am red			_			-			
								a felony conviction for sex a child, stepchild, sibling, subsection (b), (c), or (d), 6 years of age or older at e at: www.oag.ca.gov.	ual battery or grandch or 311,3, 31 the time of	(PC 243.4(a)); or 2) ild and the orime di 11.4, 311.10, or 311. the commission of t
FINITIO ucture hicles.	ON: "Residence" med that can be located b	ans one or mo y a street add	re addresses at ress, including,	which a pers but not limit	on regularly and to, houses,	resides, regan , apartment bu	iless of the nun ildings, motels,	nber of days or nights s hotels, homeless shelt	pent there, ers, and re	such as a shelter of creational and other
					COMM	IENTS				

8047 Sex Offender Registration Requirement (Page 3 of 3) Template



STATE OF CALIFORNIA CJIS 8047 (Orig. 04/1994; Rev. 01/2017)

DEPARTMENT OF JUSTICE Page 3 of 3

NOTICE OF SEX OFFENDER REGISTRATION REQUIREMENT (Sex Offender Registration Act - Penal Code § 290-290.024 and 290.01)

Privacy Notice As Required by Civil Code § 1798.17

Collection and Use of Personal Information. The California Justice Information Services (CJIS) Division of the Department of Justice collects the information requested on this form as authorized by California Penal Code sections 290-290.023 and 290.01. The CJIS Division uses this information to register a sex offender as mandated by law. In addition, any personal information collected by state agencies is subject to the limitations in the Information Practices Act and state policy. The Department of Justice's general privacy policy is available at http://oag.ca.gov/privacy-policy.

Providing Personal Information. All the personal information requested in the form must be provided.

Access to Your Information. You may review the records maintained by the CJIS Division in the Department of Justice that contain your personal information, as permitted by the Information Practices Act. See below for contact information.

Possible Disclosure of Personal Information. In order to register a sex offender as mandated by law, we may need to share the information you give us with law enforcement agencies.

The information you provide may also be disclosed in the following circumstances:

- On the public Megan's Law website pursuant to Penal Code section 290.46;
- With other persons or agencies where necessary to perform their legal duties, and their use of your information is compatible and complies with state law, such as for investigations or for licensing, certification, or regulatory purposes;
- To another government agency as required by state or federal law;

Contact Information. For questions about this notice or information on your registrant records, you may contact the California Sex Offender Registry manager by phone at (916) 210-3113, by e-mail at MegansLaw@doj.ca.gov, or via mail at:

The Department of Justice California Sex Offender Registry P.O. Box 903387 Sacramento, CA 94203-3870

Applicant (Front) Template



Receipt & Registration Card

This is your receipt of registration and permanent Registration Card KEEP this card on you at all times

Your probation or parole officer may make a photo copy of your card for their records

If you move, you must re-register with the new address. You will be issued a new Registration Card. If you are unsure where to register, call your local Police Department or Sheriff's Station.

If you lose your card, come back to the agency that issued you the card and a new card will be issued.

You will be fingerprinted each time you update your information.

Cut on the solid lines, fold in half on the dotted lines. You may laminate this card.

KEEP the card in your possession at all times

Recibo y Tarjeta de Registro

Este es su recibo de la inscripción y la tarjeta de registro permanente MANTENGA esta tarjeta con usted en todo momento.

Su oficial de libertad condicional podrá hacer una copia de su tarjeta para sus registros

Si usted se reubica, debe volver a registrarse con la nueva dirección. Se le emitirá una nueva tarjeta de registro. Si usted no está seguro de dónde inscribirse, llame el departamento de policía local o la estación del Sheriff.

Si pierde su tarjeta, vuelve a la agencia que le emitió la tarjeta y una nueva tarjeta será publicada. Le sacaran huellas digitales, cada vez que actualice su información.

Corta en las líneas sólidos, Dobla en la mitad sobre la línea de puntos. Usted puede lamimar esta tarjeta.

Mantenga la tarjeta en su posesión en todo momento.

STATE OF CALIFORNIA REGISTRATION RECEIPT			Los Angeles County Registration ID
Type of Registration:	OI Number:		
	OLN:		
Name of Registrant:	Date of Birth:		
Resident Address:			
Name of Registering Agency:			
Date of Annual Update: Date of Registr	tion: Fingerprint Officer's Last Name:		
Signature of Registrant:			
		OCA:	
		Local Master Name Index:	

TYPE OR PRINT ALL INFORMATION DO NOT FOLD APPLICATION FOR EMPLOYMENT	APPLICATION FOR LICENSE, PERMIT OR CERTIFICATION			
□ PEACE OFFICER (830 PC) □ CRIMINAL JUSTICE EMPLOYEE □ STATE EMPLOYEE □ CITY/COUNTY EMPLOYEE □ SCHOOL EMPLOYEE □ OTHER EMPLOYEE	APPLICATION FOR: LICENSE PERMIT CERTIFICATION CCW LICENSE OTHER (SPECIFY) LICENSE - PERMIT - CERTIFICATION TITLE:			
(NOTE: TO INSURE CORRECT MAILING, THE ABOVE INFORMATION MUST BE COMPLETED) RESONAL INFORMATION State of California Department of Justics Bureau of Criminal Identification P.O. Box 903417 Sacramento, CA 94203-4170				

ATTACHMENT A.10 COUNTY NIST DATA TYPES FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTIONS

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MNE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
2.001	rieiu	2-5N	2.001	3126	2.001	2-5N	LEN	<u> </u>	Logical Record Length		2-5 Numeric			N/A
2.001		00	2.001		2.001	2-3N 2N	IDC		Image Designation Character		2 Numeric		N/A	N/A
2.002		00	2.002		2.002	10NS	FFN		FBI File Number		2 Numeric	Latent only	INA	IN/A
			2.003		Unassigned	101/3	QDD		QUERY DEPTH OF DETAIL			DOJ shows unassigned		
			2.004		2.005	1A	RET		Retention Code			DOJ SHOWS UNASSIGNED		
			2.003		2.005	3-30ANS	ATN		Attention Indicator			*		
			2.006		2.006	9-19AN	SCO		Send Copy to Set			*		
			2.007		2.007	10N	NCH		No Charge Indicator			Applicant		
			2.008	-	2.008	1-10ANS	OCA		Originating Agency Case No			Applicant		
			2.009		2.112	1-1UANS	CIN		Case Identifier Number			Latent Only		
			2.010 2.010A						Case Prefix			DOJ does not show		
							CIN_PRE		Case Prefix Case Identifier Extension					
			2.010B				CIN_ID CIX					DOJ does not show		
			2.011				LCN		Case Identifier Number Ext.			Latent Only		
			2.012						FBI Latent Case Number			Latent Only		
			2.013				LCX		FBI Latent Case Number Ext	<u> </u>		Latent Only		
2.807		2-9AN	2.014		2.174	2-9AN	FBI		FBI Number					
2.806		10N	2.015		2.170	10N	SID		State Identification Number					
			2.016		2.171	10N	SOC		Social Security Number					
			2.017		2.173	5-15ANS	MNU		Miscellaneous ID Number					
			2.018		2.018		NAM		Name					
			2.019		2.019		AKA		Aliases					
			2.020		2.020		POB		Place of Birth					
			2.021		2.021		CTZ		County of Citizenship					
			2.022		2.022		DOB		Date of Birth					
			2.023		2.023		AGR		Age Range			Latent only		
			2.024		2.024		SEX		Gender					
			2.025		2.025		RAC		Race					
			2.026		2.026		SMT		Scars Marks, Tattoos					
			2.027		2.027		HGT		Height			1st char may be N 2nd N		
			2.028		2.028		HTR		Height Range			Latent only		
			2.029		2.029		WGT		Weight					
			2.030		2.030		WTR		Weight Range			Latent only		
			2.031		2.031		EYE		Eye Color					
2.032	2.840	3A	2.032		2.032		HAI		Hair Color				BK01	BK07
			2.033		2.033		FPC		NCIC FP Classification					
			2.034		2.034		PAT		Pattern Level Class					
			2.034A		2.034A		FGP		FINGER NUMBER			DOJ does not show		
			2.034B		2.034B		PATCL		PATTERN CLASS CODE			DOJ does not show		

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MNE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
2.035	riciu	1A	2.035	Jize	i iciu	Size	PPA		Palm Prints Available			Accept if ∨alue is "Y"	OKEATE	
2.055		1A	2.035				PHT		Photo Available			Accept it value is 1	+ +	
			2.036				RFP		Reason Fingerprinted			Applicant Only	-	
			2.037				DPR		Date Fingerprinted			Applicant Only		
			2.038				EAD		Employer and Address					
							OCP							
			2.040 2.041				RES		Occupation Residence of Person FP					
			2.042				MIL		Millitary Code					
			2.043				TSR		Type of Search Requested					
			2.044				GEO		Geographic Area of Search					
			2.045				DOA		Date of Arrest				-	
			2.046				DOS		Date of Arrest Suffix					
			2.047				AOL		Arrest Segment Literal					
			2.047A				D00		Date of Offense					
			2.047B				AOL		Arrest Offense Literal	Y				
			2.048				CSR		Civil Search Request Indicator			Applicant only		
			2.049						Unassigned					
			2.050						Unassigned					
			2.051				CSL		Court Segment Literal					
			2.051A				CDD		Court Disposition Date					
			2.051B				COL		Court Offense Literal					
			2.051C				CPL		Other Court Sentence Prov Lt					
			2.052						Unassigned					
			2.053				OFC		Offense Category			Valid: 1, 2 or 3		
			2.054				SSD		Supervision Start Date					
			2.055				SLE		Custody/Supervision Status					
			2.056				ICO		Identification Comments					
			2.057				FNR		Finger Numbers Requested			Valid: 1-14 or "A"		
			2.058				ITD		Image Type Desired	NOT IN EFTS DOC				
			2.059				SRF		Search Results Findings			response		
			2.060				MSG		Status/Error Message			response		
			2.061				CST		Case Title			Latent Only		
			2.062				IMT		Image Type	(if type 7 images)		,		
			2.063				PTD		Person Type Designator	, ,,		Latent Only		
			2.064				CAN		Candidate List			response		
			2.064A				FNU		FBI Number					
			2.064B				NAM		NAME					
			2.065				RSR			DOJ shows unassigned				

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MNE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
			2.066						Unassigned				 	
2.067			2.067		2.067		IMA		Image Processing Set					
2.067-1		3A	2.067A		2.007		IIVIA		IMAK- IMA Make		3- Alpha/Numeric		1	
											† '		+ +	
2.067-2		1-6ANS	2.067B						IMOD - IMA Model		1 - 6 Alpha/Numeric/Special Char			
2.067-3		1-6ANS	2.067C						IMSN - IMA Serial Numer		1 - 6 Alpha/Numeric/Special Char			
2.068		1A	2.068		2.068		IPP		Image Processing	(EFTS Unassigned)	1- Alpha	Y or N lossless comp		
			2.069				ETC		Estimated time to complete	DOJ shows unassigned				
2.070		1A	2.070		2.070		RAP		Request for FBI Elec RAP		1 Alpha "Y"(Yes)			
			2.071				ACN		Action to be Taken			response		
			2.072				FIU		Fingerprint Image Updated			response		
			2.073				CRI		Controlling Agency Identifier			Latents		
			2.074 to 2.099						EFTS - fields for fingerprints	DOJ shows unassigned				
2.100		4-15ANS			2.100		REV		Software Revision		4 -15 Alpha/Numeric/Special Char			
2.101		4-15ANS			2.101		TBL		Tables Version		4 -15 Alpha/Numeric/Special Char			
2.102		1-2AN			2.102		ACTY		Acti∨ity Type		1 -2 Alpha/Numeric			
					2.103		SCN		State Control Numer		11 Alpha/Numeric			
					2.104		VR		Verification Set					
									VRF - Verified		1 Alpha		1	
									VRA - VR Agency		9 Alpha/Numeric		1	
									VRD - VR Date		8 Numeric		+ +	
									VRO - VR Officer		1-16 Alpha/Numeric/Special Char			
2.105		3AN			2.105		LSID		Live Scan ID		3 Alpha/Numeric			
2.106		3A			2.106		TOT2		Transcation Type II		3 Alpha			
					2.107				Flags		1 Alpha/Numeric	DOJ NATMS Gen		
			2.108 to 2.109						Unassigned					
									MISCELLANEOUS CA DATA FIELDS					
2.110					2.110		BORI		Booking ORI Set					
2.110-1		9AN							BCOD - BORI Code		5-9 Alpha/Numeric			
2.110-2		5-25AS							BLIT - BORI Literal		5-25 - Alpha/Special Char		↓	
2.111		F 0 4 5 1			2.111		BKF		Booking For Set		C O Almh a Olympa		-	
2.111-1 2.111-2		5-9AN 5-25ANS							BKFC - BKF ORI Code BKFL - BKF ORI Literal		5-9 Alpha/Numeric 5-25 - Alpha		+	
2.111-2		2-23ANS			2.112		OCA		Your Number Set		J-23 - Aipila		-	
Z.11Z					۷,11۷		OCA		Tour Number Oct					

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MNE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
2.112-1	2.805	1-10ANS					Bkn		BKN - Booking Number		1-10 Alpha/Numeric Special Char		BK10	NO AJIS ACCESS
2.112-2	2.800	10ANS							MNN- Main Number		1-10 Alpha/Numeric/Special Char:			
2.113	2.879	8N			2.113		DOA		Date of Arrest	CCYYMMDD	8 Numeric	LA NIST IS MMDDCCYY	BK01	NOT EDITABLE
2.115					2.115		CHG		Charge Set	10 occurrences				
2.115-1	2.921	5N					Ajis_ind		CJIS - CJIS Code		5 Numeric	also used for AJIS Index Charge 1 - DOJ ONLY		NO AJIS ACCESS
2.115-2	2.917	1A							BKTC - Booking Type Code		1 Alpha	DOJ ONLY ***		NO AJIS ACCESS
2.115-3	2.918	1-13AS							BKTL - Booking Type Literal			DOJ ONLY***		NO AJIS ACCESS
2.115-4	2.920	3N							NOC - No of Counts		3 Numeric	DOJ ONLY ***		NO AJIS ACCESS
2.115-5	2.915	2-25ANS							STAT - Statutory Code		:().	AJIS ARR CHG	BK01	вк07
2.115-6	2.995	2A							CID - Code Type		2 Alpha			
2.115-7	2.919	1A							TOC - Type of Charge			AJIS ARR LEVEL	BK01	BK07
2.115-8		3-4A							IDF - Statute Identifier		3-4 Alpha			
2.115-9		1N							DEG - Degree		1 Numeric			
2.115-10	2.916	5-25ANS							LIT - Literal		5-25 Alpha/Numeric/Special Char: () - \$ { } ' ,	DOJ ONLY ***		NO AJIS ACCESS
2.115-11		6-29ANS							QUAS -QUA Statute	3 occurrences	6 - 29 Alpha/Numeric/Special Char			
2.115-12		2A							QUAC-QUA Code Type	3 occurrences	2 Alpha			
2.115-13		9-23ANS							Numbers	5 occurrences	9-23 Alpha/Numeric/Special Char			
2.115-14		12AN							DOO - Date of Offense		12 Numeric	precede with DOO/		
2.116					2.116		JL		Jail Time Set					
2.116-1		3N							JLL - Length of Time		3 Numeric			
2.116-2		1A							JLTC - Sentence Time		1 Alpha			
2.116-3		1-15AS							JLTL - Sentence Time		1 -15 Alpha/Special Char			
2.116-4		1AN							JLJC-Sentence Type Code		1 Alpha/Numeric			
2.116-5		5ANS							JLJL-Sentence Type Literal		5 Alpha/Special Char		_	
2.117					2.117		FP		Fingerprint Set					
2.117-1		8NDF							FPD-Fingerprint Date		8 Num eric	CCYYMMDD MMCCYYDD FOR LA NIST		
2.117-2		1-20ANS							FPO-Fingerprint Official		1-20 Alpha/Numeric/Special Char:			
2.118		36ANS			2.118		ICO		Basis for Caution		1-36 Alpha/Numeric/Special Char			
2.119					2.119		JUV		Juvenile Dispositon Set					
2.119-1		8NDF							JDD-Juvenile Disposition Dt		8 Numeric	MMCCYYDD FOR LA NIST		
2.119-2		1-25ANS							JDL-Juv Dispostion Literal		1-25 Alpha/Numeric/Special Char			
2.119-3		4N							JDC- Juvenile Dispo Code		4 Numeric		1	
2.113-3		1A			2.120		PHA		Photo Available		1 Alpha Y=yes N=no E= Electronic			
2 121	NOT	USED			2 121		DAD		CA Panhask		1 Alpha		+	
2.121	NOT	OSED			2.121		RAP		CA Rapback	1	ι Δίμπα			

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MNE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
2.122	11014	SILO	11014	O I E G	2.122	0.20	SCO		Send Copy to Set	3 occurrences				
2.122-1		9AN			2.122		500		SCT- SCO ORI	0 000011011000	9 Alpha/Numeric			
2.122-2		5-25A							SCL-SCO Literal		5-25 Alpha			
2.122-3		1-30ANS							RTE-SCO Route		1.20 Alpha Alumeria/Special Char	SPECIAL CHAR NOT DEFINED		
2.123		3-30ANS			2.123		ATN		CA Attention		3-30 Alpha/Numeric/Special Char	DEFINED		
2.124					2.124		IPA		Image Pattern/Annotation Set	1-10 occurrences				
2.124-1		1-4			2.22.		11.73		FING- Finger Number		2 Numeric			
2.124-2		2N							ANC- Annotaion Code	2 occurrences	1-4 Alpha/Special Char			
					2.125 to 2.149				Unassigned					
2.150					2.150		NAM		Name Set					
2.150-1	2.816	1-16A							LAST-Last Name		1-16 Alpha/Special Char: -	Space and hyphen allowed but not at beginning or end	BK10	NOT EDITABLE
2.150-2	2.817	1-16A							FIRST-First Name		1-16 Alpha or 1 Special Char: *	-	BK10	NOT EDITABLE
2.150-3	2.818	1-12A							MID - Middle Name		1-12 Alpha		BK10	NOT EDITABLE
2.150-4	2.819	1-3A							SUF-Suffix Name		1-3 Alpha	I, II, IV, V, VI, VII, IX, X, XI, XII, XIV, XV, XVI, XIX, XX, XXI, XXV, XXX, JR, SR	BK10	NOT EDITABLE
2.151					2.151		AKA		Alias Name Set	10 occurrences				
2.151-1	2.820	1-16A							AKL-AKA Last		1-16 Alpha/Special Char: -	2.824- BK05	BK01	NO AJIS ACCESS
2.151-2	2.821	1-16A							AKF-AKA First		1-16 Alpha	2.825 -BK05	BK01	NO AJIS ACCESS
2.151-3	2.822	1-12A							AKM-AKA Middle		1-12 Alpha			NO AJIS ACCESS
2.151-4	2.823	1-3A							AKS-AKA Suffix		1-3 Alpha	2.827 -BK05	BK01	NO AJIS ACCESS
2.152		1-25ANS			2.152		MON		Moniker	5 occurrences	1-25 Alpha/Numeric/Special Char:			
2.153	2.851	8NDF			2.153		DOB		Date of Birth	10 occurrences	8 Numeric	MMCCYYDD FOR LA NIST		BK07
2.154	2.838	1A			2.154		SEX		Gender		1 Alpha			BK07
2.155	2.839	1A			2.155		RAC		Race		1 Alpha		BK01	BK07
2.156	2.841	3A			2.156		EYE		Eye Color		3 Alpha			
2.157	NOT	USED			2.157				Unassigned					
2.158					2.158		PB		Place of Birth					
2.158-1	2.854	2A							POB-PB State		2 Alpha		BK01	IC01
2.158-2	2.855	1-20ANS							CTY-PB City		1-20 Alpha/Numeric/Special Char		BK01	IC01
2.159					2.159		CTZ		Citizenship Set					
2.159-1	2.853	2A							CTZC-CTZ Code		2 Alpha	DOJ - ONLY	****	
2.159-2		1A							CTZD-CTZ Documented		1 Alpha (Yes, No, Unk)			
2.160					2.160		SMT		Scars Marks, Tattoos	10 occurrences				

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MNE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
2.160-1	2.844	2-10A							SMTC-SMT Code		2-10 Alpha	2.845-2.847 - BK02	BK02	NO AJIS ACCESS
2.160-2		1-20ANS							SMTD-SMT Descriptor		1-20 Alpha/Numeric/Special Char: - & ,	SPECIAL CHAR ARE - &		
2.161		1-20ANS			2.161		MDS		Miscellaneous Descriptors	5 occurrences	1-20 Alpha/Numeric/Special Char	SPECIAL CHAR ARE - & ,		
2.162					2.162		ADR		Address Set					
2.162-1	2.828	1-20ANS							ADRH -House Number		1-10 Alpha/Numeric/Special Char: -	SPECIAL CHAR IS -	BK01	IC01
2.162-2	2.829	1-2AN							ADRD-Direction		1-2 Alpha: N, S, E, W, NE, NW, SE, SW		BK01	IC01
2.162-3	2.830	1-20ANS							ADRN-Street Name		1-20 Alpha/Numeric/Speical Char: - , ' ()		BK01	IC01
2.162-4	2.831	1-5ANS							ADRA-Apartment Number		1-5 Alpha/Numeric/Special Char: , - #		BK01	IC01
2.162-5	2.832	1-20ANS							ADRC-ADR City		1-20 Alpha/Numeric/Special Char		BK01	IC01
2.162-6	2.833	2A							ADRS-ADR State		2 Alpha		BK01	IC01
2.162-7	2.834	5N							ADRZ-ADR Zip		5 Numeric		BK01	IC01
2.162-8		5NS							ADRX-ADR X-Zip		5 Numeric/Spcial Char: -	DASH FOLLOWED BY 4N		
2.162-9	2.836	2N					Adry		ADRY-Years at Address		1-2 Numeric		BK02	IC01
2.162-10	2.837	2N							ADRM-Months at Address		1-2 Numeric		BK02	IC01
2.163					2.163		EAD		Employer/Address Set					
2.163-1	2.882	1-36ANS							EMP-Employer		1-36 Alpha/Numeric/Spec Char: , -()*"=+\$		BK02	IC01
2.163-2	2.883	1-10ANS							EMPA-Street Number		1-10 Alpha/Numeric/Spec Char: -		BK02	IC01
2.163-3	2.884	1-2AN							EMPD-Emp Direction		1-2 Alpha		BK02	IC01
2.163-4	2.885	1-20ANS							EMPN-Emp Street		1-20 Alpha/Numeric/Special Char: - , ' ()		BK02	IC01
2.163-5	2.886	1-5NS							EMPO-Office Number		1-5 Alpha/Numeric/Special Char: , - #		BK02	IC01
2.163-6	2.887	1-20ANS							EMPC-Emp City		1-20 Alpha		BK02	IC01
2.163-7	2.888	2A							EMPS-Emp State		2 Alpha		BK02	IC01
2.163-8	2.889	5N							EMPZ-Emp Zip		5 Numeric		BK02	IC01
2.163-9		5NS							EMPX-Emp X-zip		5 Numeric/Spec Char: -			
2.163-10	2.890	5-24ANS							EMPP-EMP Phone		5-24 Alpha/Numeric/Special Char		BK02	IC01
2.164	2.881	1-25ANS			2.164		осс		Occupation	5 occurrences	1-25 Alpha/Numeric/Special Char: () = , \$ " +	for AJIS 1-25 Alpha/numeric/special char - ,()	BK02	IC01
2.165	2.842	3N			2.165		HGT		Height		3 Numeric		BK01	BK07
2.843	2.843	3N			2.166		WGT		Weight		3 Numeric		BK01	BK07

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MNE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
					2.167 to 2.169				Unassigned					
2.170	2.806	10N			2.170		SID		State Identification Number		10 Numeric		LS02	IC01
2.171	2.809	10N			2.171		SOC		Social Security Number	10 occurrences	10 Numeric		BK02	IC01
2.172	2.856	8AN			2.172		CDL		CA Driver's License	5 occurrences	8 Alpha/Numeric		BK01	IC01
2.857		2A					CDL ST		Dri∨er's lic state		2 alpha		BK01	IC01
2.173	2.810	5-16ANS			2.173		MNU		Miscellaneous ID Numbers	5 occurrences	5-16 Alpha/Numeric/Special Char	2.810 for ALIEN number only for LASD)	BK02***	NO AJIS ACCESS
2.174	2.807	2-9AN			2.174		FBI		FBI Number		2-9 Alpha/Numeric			IC01
					2.175 to 2.199				Unassigned					
									REGISTRATION DATA FIELDS					
					2.200		RTYP		Reg Type		1 Alpha (∨alue A,N,P or S)			
					2.201		DOR		Date of Registration		8 Numeric			
					2.202		ROCC		Registrant Occupation	5 occurrences	1-30 Alpha/Numeric/Special Char			
					2.203		OLG		Operator License Set	5 occurrences				
									OLN-Number		7-14 Alpha/Numeric			
									OLS-State		2 Alpha			
									OLY-Year		2-4 Numeric			
					2.204		DOC		Date of Conviction		8 Numeric			
					2.205		DRP		Date of Release from Prison		8 Numeric			
					2.206 to 2.207				Unassigned					
					2.208		VEH		Vehicle Set	1 or 3 occurrences				
									VVST-VEH Style		2-4 Alpha/Numeric			
									VMAK-VEH Make		2-4 Alpha			
									VMOD- VEH Model		2-3 Alpha/Numeric			
									VYR-VEH Year		4 Numeric			
									VCOL-VEH Color		3-7 Alpha/Special Char			
									VVIN-VEH VIN Number		2-20 Alpha/Numeric			
									VLIC-VEH License		1-8 Alpha/Numeric			
									VLIS-VEH License State		2 Alpha			
									VLIT-VEH License Type		2 Alpha			
									VLIY-VEH License Exp		2-4 Alpha			
					2.209		RMT		Registration SMT	10 occurrences				

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MNE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
									RMTC-RMT Code		3-10 Alpha			
									RMTD-RMT Description		1-20 Alpha/Numeric/Special Char			
									RMTP-RMT Picture		1-20 Alpha/Numeric/Special Char			
									RMTT- RMT Text		1-20 Alpha/Numeric/Special Char			
					2.210		CON		Contact Set					
									CNAM-CON Name		3-30 Alpha/Special Char			
									CPHN-CON Phone		5-24 Alpha/Numeric/Special Char			
									CTMN-CON Terminal MNE		3-4 Alpha/Numeric/Special Char			
					2.211		RAD		Registrant Address Set					
									TAD- Type of Address		3 Alpha/Numeric/Special Char			
									SAD- Source of Address		3 Alpha/Numeric/Special Char			
									RADH-House Number		1-10 Alpha/Numeric/Special Char			
									RADN-Street Name		1-20 Alpha/Numeric/Special Char			
									RADA- Apartment Number		1-5 Alpha/Numeric/Special Char			
									RADC-RAD City		1-30 Alpha/Numeric/Special Char			
									RADO-RAD County		2 Numeric			
									RADS-RAD State		2 Alpha			
									RADZ-RAD Zip		5 Numeric			
									RADX-RAD X-Zip		5 Special Char/Numeric			
					2.212		MIS		Miscellaneous		500 Alpha/Numeric/Special Char			
					2.213		DAU		Date of Update		8 Numeric			
					2.214		REML		Registrant's E-Mail Address	5 occurrences	1-40 Alpha/Numeric/Special Char			
					2.215		READ		Registrant Employer/School	2 occurrences	1-139 Alpha/Numeric/Special Char			
									REM-Reg Emp/School Name		1-36 Alpha/Numeric/Special Char			
									REMA-REM Street Number		1-10 Alpha/Numeric/Special Char			
									REMN- REM Street		1-20 Alpha/Numeric/Special Char			
									REMO- Office Number		1-5 Alpha/Numeric/Special Char			

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MNE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
									REMC-REM City		1-30 Alpha/Numeric/Special Char			
									REMU-REM County		2 Numeric			
									REMS-REM State		2 Alpha			
									REMZ-REM Zip		5 Numeric			
									REMX-REM X-Zip		5 Special Char/Numeric			
									REMP-REM Phone		5-24 Alpha/Numeric/Special Char			
					2.216 to 2.249				Unassigned					
									SUPPLEMENTAL DATA FIELDS					
					2.250		OBKN		Original BKN		1-10 Alpha/Numeric/Special Char			
					2.251		ODOA		Original DOA		8 Numeric			
					2.252		ONAM		Original (Last) Name		1-16 Alpha/Special Char			
					2.253		OBOR		Original BORI		9 Alpha/Numeric			
					2.254		OSCN		Original OSCN		11 Alpha/Numeric			
					2.255 to 2.299				Unassigned					
					2.300		CTYP		Custody Type					
									CTYC-CTYP Code		1 Alpha			
									CTYL-CTYP Literal		3-13 Alpha/Special Char			
					2.301		CMT		Commitment Status Set	5 occurrences				
									CNT1-CMT Hookup		1 Numeric			
									CMTJ-CMT CJIS Code		5 Numeric			
									CMTS-CMT Statute		2-25 Alpha/Numeric/Special Char:			
									CMTC-CMT Code		2 Alpha			
									CMTL-CMT Literal		5-25 Alpha/Numeric/Special Char:			
									RCVC-RCVD Code		2 Alpha OR Numeric		İ	
									RCVL-RCVD Literal		1-28 Alpha/Special Char			
									CMTN-CMT Number		5-19 Alpha/Numeric/Special Char			
					2.302		CVT		Convicted Offense Set	20 occurrences				
									CNT2-CVT Hookup		1 Numeric			
									CJIS - CJIS Code		5 Numeric			
									NOC-No of Counts		3 Numeric			

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MNE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
									STAT-Statutory Code		2-25 Alpha/Numeric/Special Char			
									CID-Code Type		2 Alpha			
									TOC- Type of Charge		1 Alpha			
									IDF - Statute Identifier		3-4 Alpha			
									DEG - Degree		1 Numeric			
									LIT- Literal		5-25 Alpha/Numeric/Special Char			
									QUAS-QUA Stature	3 occurrences (1 per Qua)	2-25 Alpha/Numeric/Special Char			
									QUAC-QUA Code Type		2 Alpha			
									SNL-SEN Length		3 Numeric			
									SNTC-SEN Time Code		1 Alpha			
									SNTL-SEN Time Literal		1-15 Alpha/Special Char			
									SNYC-SEN Type Code		1 Alpha/Numeric			
									SNYL-SEN Type Literal		1-5 Alpha/Numeric/Special Char			
									SNC-SEN CC/CS Court Case		4-19 Alpha/Numeric/Special Char			
					2.303		EXP		Expiration Date		8 Numeric			
					2.304		COND		Conditions		1-20 Alpha/Numeric/Special Char			
					2.305		FIRE		Firearms Prohibition		1 Alpha			
					2.306		CPR		Custody Pre-Registration		1 Alpha			
					2.307		SSD		Supervision Start Date		8 Numeric			
					2.308 to 2.399				Unassigned					
2.811		4AN					Bookloc		Bookloc-Booking Location				BK10	NO AJIS ACCESS
2.812		1-30ANS					Arrloc		Arrloc-Arrest Location		30 Alpha/Numeric		BK01	NOT EDITABLE
2.813		4N					Arragcy		Arragcy- Arresting Agency		4 Numeric		BK01	NOT EDITABLE
2.814		4N					Rptdist		Rptdist-Reporting District		4 Numeric		BK01	NOT EDITABLE
2.815		4N					Jailloc		Jailloc- Jail Location		4 Alpha/Numeric		BK01	NOT EDITABLE

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MNE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
2.808		10-15AN					Filenum		FileNum- File Number		15 Alpha/Numeric (for LAPD: lenght 10, fir 2 character 00, 3&4 character < 59 and less than or equal to current yr. 5th -10 cha are number, only allow alpha/numeric data and space. For LASD 15 characters, 1st character a number, 2nd and 3rd characters today's year, 4-8th numbers, 9-12th from RPTDIST and a-Z 0-9. 13-15th numeric.		BK01	вк07
2.835		2N					Taca		TACA- Years in California		2 Numeric		BK02	IC01
2.848		1-40ANS					Physodd		Physodd- Other Physical Odd		40 Alpha/Numeric		BK02	NO AJIS ACCESS
2.849		1-29ANS					Clothing		Clothing-Clothing Worn		29 Alpha		BK02	NO AJIS ACCESS
2.850		1-17ANS							Medprob-Special Medical Prob		17 Alpha		BK02	NO AJIS ACCESS
2.852		2N							Age-Age		2 Numeric		BK01	BK07
2.858		1-8AN					Vehlic		Vehicle Lic Number		1-8 Alpha/Numeric Cannot be Unk, Unku, Unknown		BK01	IC01
2.859		2A					Vehlicst						BK01	IC01
2.860		43ANS					Vehicdisp		Location of Vehicle				BK02	NO AJIS ACCESS
2.861		1-15A					Arroff		Arresting Officer Lst Nm		15 Alpha and space		BK01	NO AJIS ACCESS
2.862		1A					Arrofffi		Arresting Officer F.I		1 Alpha		BK01	NO AJIS ACCESS
2.863		1A					Arroffmi		Arresting Officer M.I		1 Alpha		BK01	NO AJIS ACCESS
2.864		5-6AN					Arroffid		Arresting Officer Emp ID		5-6 (lasd 6 num char. Lapd 5 alpha/num)		BK01	NO AJIS ACCESS
2.865		1-15A					Bkoff		Booking Officer Lst Nm		1-15 Alpha and space		BK01	NO AJIS ACCESS
2.866		1A					Bkofffi		Booking Officer F.I.		1 Alpha		BK01	NO AJIS ACCESS
2.867		1A					Bkoffmi		Booking Officer M.I		1 Alpha		BK01	NO AJIS ACCESS
2.868		5-6AN					Bkoffid		Booking Officer Emp ID		5-6 (lasd 6 num char. Lapd 5 alpha/num)		BK01	NO AJIS ACCESS
2.869		1-15A					Srchoff		Searching Officer		1-15 first character has to be alpha		BK03	NO AJIS ACCESS
2.870		1A					Srchofffi		Searching Off F.I		1 Alpha		BK03	NO AJIS ACCESS
2.871		1A					Srchoffmi		Searching Off M.I		1 Alpha		BK03	NO AJIS ACCESS
2.872		5-6AN					Srchoffid		Searching Off Emp ID		5-6 (lasd 6 num char. Lapd 5 alpha/num)		BK03	NO AJIS ACCESS
2.873		1-15A					Troff		Transoff-Transporting Off Lst Nm		1-15 first character has to be alpha		BK03	NO AJIS ACCESS
2.874		1A					Trofffi		Transoff-Transporting Off F.I		1 Alpha		BK03	NO AJIS ACCESS
2.875		A1					Troffmi		Transoff-Transporting Off M.I		1 Alpha		BK03	NO AJIS ACCESS
2.876		5-6AN					Troffid		Transoff-Transporting Off Empl		5-6 (lasd 6 num char. Lapd 5 alpha/num)		BK03	NO AJIS ACCESS

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MNE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
2.877		6NDF					Dobk/today		Today-Date Booked		8 MMDDYY	w/in 90 days of date of arrest	BK01	NOT EDITABLE
2.878		4N					Tobk/now		Now-Time Booked		4 HHMM	military time	BK01	NOT EDITABLE
2.880		4N					Toa		Time of Arrest		4 HHMM	military time	BK01	NOT EDITABLE
									Emergency Set					
2.891		1-15A					Enlname		Emergname-E N Last Name		1-15 first character has to be alpha		BK02	IC01
2.892		1-12A					Enfname		Emergfn-E N First Name		1-12 first char has to be alpha		BK02	IC01
2.893		1-10A					Enadrh		Emergsn-E N Street Number		1-10 Alpha/numeric & slash		BK02	IC01
2.894		1-2A					Enadrd		Emergsd-E N Street Direction		1-2 Alpha		BK02	IC01
2.895		20AN					Enadrn		Emergadd- EN Street Name		20 Alpha/numeric and space		BK02	IC01
2.896		1-5ANS					Enadra		Emergan-E N Apartment Number		1-5 Alpha/numeric/special cha		BK02	IC01
2.897							Enadrc		Emergcity- E N City		1-20 Alpha and space		BK02	IC01
2.898							Enadrs		Emergst-E N State		1-2 Alpha		BK02	IC01
2.899							Enadrz		Emergzip-E N Zip		5 numeric		BK02	IC01
2.900							Enrel		Emergrel-E N Relation		1-15 Alpha and space		BK02	IC01
2.901							Enadrp		Emergphone-E N Home Phone		10 numeric		BK02	IC01
2.902							Enbusp		Emergphoneb- E N Business Phn		10 numeric		BK02	IC01
2.903							Cashret		Cashret-Cash Retained		5 Dollars and cents in format NN.NN. Has to be 40.00 or I		вкоз	NO AJIS ACCESS
2.904							Propret1		Property Retained1		55 Alpha/numeric/speical char		BK03	NO AJIS ACCESS
2.905							Propret2		Property Retained2		72 Alpha/numeric/special char		BK03	NO AJIS ACCESS
2.906							Cashdep		Cash Deposited		9 Dollars and cents in format NNNNNN.NN		BK03	NO AJIS ACCESS
2.907							Propdep1		Property Dep Ln 1		55 Alpha/numeric/speical char		BK03	NO AJIS ACCESS
2.908							Propdep2		Property Dep Ln 2		72 Alpha/numeric/special char		BK03	NO AJIS ACCESS
2.909							Propdep3		Property Dep Ln 3		50 Alpha/numeric/special char		BK03	NO AJIS ACCESS
2.910							Marital		Marital Status		1 Alpha		BK02	IC01
2.911							Deps		Dependents		2 Numeric		BK02	IC01
2.912							Unusocc		Unusual Occurance		1 Alpha Y/N	DOJ ONLY		
2.913							Arrass		Arrest Disposition Assign		4 Numeric	??	BK01	NOT EDITABLE
2.914							Bailamt		Total Bail Amount		4-11 Dollars and cents format NNNNNNNNNNNNN set to no bail if total is 0.00		BK01	ВК07
2.922							ChBail		Chbail1-Case Bail/Arrest Ch Bail1				BK01	BK07
2.923									Chover1-Charge override indicator				BK01	BK04
2.924									Chccode-Court Code 1				BK01	BK04
2.925							Chcdate1		Court Date(charge 1)		2-4 Alpha/numeric CCODE		BK01	BK04

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MNE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
2.926							Chctime1		Court Time		4 numeric HHMM military time		BK01	BK04
2.927							Chwcase1		Chw Case (charge1)		1-13 Alpha/numeric		BK01	BK07
2.928							Chwtype1		Warrant Type (charge1)		1 Alpha. Value from Wtype		BK01	BK07
2.929							Chck1		Name Check (charge 1)		5 Alpha/numeric and space		BK01	BK04
2.930							Chcws		CWS indicator (charge 1)		1 Alpha Y/N		BK01	BK04
2.931							Stat2						BK01	NO AJIS ACCESS
2.932							Lit2					DOJ ONLY		NO AJIS ACCESS
2.933							Bktc2					DOJ ONLY		NO AJIS ACCESS
2.934							Bktl2					DOJ ONLY		NO AJIS ACCESS
2.935							Toc2						BK01	BK04
2.936							Noc2					DOJ ONLY		NO AJIS ACCESS
2.937							CJIS/AJIS					DOJ ONLY		NO AJIS ACCESS
2.938							Chbail2				1		BK01	BK04
2.939							Chover2						BK01	BK04
2.940							Chccode						BK01	BK04
2.941							Chcdate2						BK01	BK04
2.942							Chctime2						BK01	BK04
2.943							Chwcase2						BK01	BK04
2.944							Chwtype2					2.982 for charge 4	BK01	BK04
2.945							Chck2					, ,	BK01	BK04
2.946							Chcws2						BK01	BK04
2.996							CID2							
2.947									2.947 thru 2.962 Charge 3			2.997 CID 3	BK01	BK04
2.963									2.963 thru 2.977 Charge 4			2.998 CID 4		
2.979									Not Applicable in record from ACMS				N/A	N/A
2.983							Qua1s1		Qua Statute (Charge1)		Value from Qua. Alpha/numeric/special char . () -	DOJ ONLY		NO AJIS ACCESS
2.984							Qua1s2		Qua Statute (Charge1)		Value from Qua. Alpha/numeric/special char . () -	DOJ ONLY		NO AJIS ACCESS
2.985							Qua1s3		Qua Statute (Charge1)		Value from Qua. Alpha/numeric/special char . () -	DOJ ONLY		NO AJIS ACCESS
2.986									2.986 thru 2.988 Charge2			DOJ ONLY		NO AJIS ACCESS
2.989									2.989 thru 2.991 Charge3			DOJ ONLY		NO AJIS ACCESS
2.992									2.992 thru 2.994 Charge4			DOJ ONLY		NO AJIS ACCESS
									Notification Set	20 Occurrances				
									Destination					
									Type of Response					

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MNE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
									Type of Search Requested					
									Address					
									Sender					
2.801									RESULT		Transaction request result		N/A	
2.802		6							AJIS Failure		AJIS Connection failure		N/A	N/A
2.803		6			LSIREQ				Type of LSI request		6 always update (for LS)		N/A	
2.804		6			AJISROUTE				Type of action in AJIS		6 always update (for LS)		N/A	
2.800	2.112-2	10ANS							MNN- Main Number		1-10 Alpha/Numeric/Special Char:			
2.805	2.112-1	1-10ANS							BKN - Booking Number		1-10 Alpha/Numeric Special Char			
2.809	2.171	10N			2.171		SOC		Social Security Number	10 occurrences	10 Numeric			
2.810	2.173	5-16ANS			2.173		MNU		Miscellaneous ID Numbers	5 occurrences	5-16 Alpha/Numeric/Special Char	(for LASD)	BK02***	NO AJIS ACCESS
2.816	2.150-1	1-16A							LAST-Last Name		1-16 Alpha/Special Char: -	Space and hyphen allowed but not at beginning or end	BK10	NOT EDITABLE
2.817	2.150-2	1-16A							FIRST-First Name		1-16 Alpha or 1 Special Char: *		BK10	NOT EDITABLE
2.818	2.150-3	1-12A							MID - Middle Name		1-12 Alpha		BK10	NOT EDITABLE
2.819	2.150-3	1-3A							SUF-Suffix Name		1-3 Alpha	I, II, IV, V, VI, VII, IX, X, XI, XII, XIV, XV, XVI, XIX, XX, XXI, XXV, XXX, JR, SR	BK10	NOT EDITABLE
2.820	2.151-1	1-16A							AKL-AKA Last		1-16 Alpha/Special Char: -	2.824- BK05	BK01	NO AJIS ACCESS
2.821	2.151-2	1-16A							AKF-AKA First		1-16 Alpha	2.825 -BK05	BK01	NO AJIS ACCESS
2.822	2.151-3	1-12A							AKM-AKA Middle		1-12 Alpha	2.826 -BK05	BK01	NO AJIS ACCESS
2.823	2.151-4	1-3A							AKS-AKA Suffix		1-3 Alpha	2.827 -BK05	BK01	NO AJIS ACCESS
2.824		1-16A							AKL-AKA Last 2		1-16 Alpha/Special Char: -	2.824- BK05	BK01	NO AJIS ACCESS
2.825		1-16A							AKF-AKA First 2		1-16 Alpha	2.825 -BK05	BK01	NO AJIS ACCESS
2.826		1-12A							AKM-AKA Middle 2		1-12 Alpha			NO AJIS ACCESS
2.827		1-3A							AKS-AKA Suffix 2		1-3 Alpha	2.827 -BK05	BK01	NO AJIS ACCESS
2.828	2.162-1	1-20ANS							ADRH -House Number		1-10 Alpha/Numeric/Special Char: -	SPECIAL CHAR IS -	BK01	IC01
2.829	2.162-2	1-2AN							ADRD-Direction		1-2 Alpha: N, S, E, W, NE, NW, SE, SW		BK01	IC01
2.830	2.162-3	1-20ANS							ADRN-Street Name		1-20 Alpha/Numeric/Speical Char: - , ' ()		BK01	IC01
2.831	2.162-4	1-5ANS							ADRA-Apartment Number		1-5 Alpha/Numeric/Special Char: , - #		BK01	IC01
2.832	2.162-5	1-20ANS							ADRC-ADR City		1-20 Alpha/Numeric/Special Char		BK01	IC01
2.833	2.162-6	1-20ANS							ADRS-ADR State		2 Alpha		BK01	IC01
2.834	2.162-7	5N							ADRZ-ADR Zip		5 Numeric		BK01	IC01
2.836	2.162-9	2N					Adry		ADRY-Years at Address		1-2 Numeric		BK02	IC01

LA	Dupe LA	LA	FBI	FBI	DOJ	DOJ	MNE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS	AJIS UPDATE
Field	Field	Size	Field	Size	Field	Size							CREATE	
2.837	2.162-10	2N							ADRM-Months at Address		1-2 Numeric			IC01
2.838	2.154	1A			2.154		SEX		Gender		1 Alpha		BK01	BK07
2.839	2.155	1A			2.155		RAC		Race		1 Alpha		BK01	BK07
2.840	2.032	3A	2.032		2.032		HAI		Hair Color				BK01	BK07
2.841	2.156	3A			2.156		EYE		Eye Color		3 Alpha			
2.842	2.165	3N			2.165		HGT		Height		3 Numeric		BK01	BK07
2.844		2-10A							SMTC-SMT Code 1			Alpha. Value from SMTcode		
2.845		2-10A							SMTC-SMT Code 2			Alpha. Value from SMTcode		
2.846		2-10A							SMTC-SMT Code 3			Alpha. Value from SMTcode		
2.847		2-10A							SMTC-SMT Code 4			Alpha. Value from SMTcode		
2.851	2.153	8NDF			2.153		DOB		Date of Birth	10 occurrences	8 Numeric	MMCCYYDD FOR LA NIST	BK01	BK07
2.853	2.159-1	2A							CTZC-CTZ Code		2 Alpha	DOJ - ONLY	****	
2.854	2.158-1	2A							POB-PB State		2 Alpha		BK01	IC01
2.855	2.158-2	1-20ANS							CTY-PB City		1-20 Alpha/Numeric/Special Char		BK01	IC01
2.856	2.172	8AN			2.172		CDL		CA Driver's License	5 occurrences	8 Alpha/Numeric		BK01	IC01
2.881	2.164	1-25ANS			2.164		осс		Occupation	5 occurrences		for AJIS 1-25 Alpha/numeric/special char - ,()	BK02	IC01
2.882	2.163-1	1-36ANS							EMP-Employer		1-36 Alpha/Numeric/Spec Char: , - () * " = + \$		BK02	IC01
2.883	2.163-2	1-10ANS							EMPA-Street Number		1-10 Alpha/Numeric/Spec Char: -		BK02	IC01
2.884	2.163-3	1-2AN							EMPD-Emp Direction		1-2 Alpha		BK02	IC01
2.885	2.163-4	1-20ANS							EMPN-Emp Street		1-20 Alpha/Numeric/Special Char: - , ' ()		BK02	IC01
2.886	2.163-5	1-5NS							EMPO-Office Number		1-5 Alpha/Numeric/Special Char: , - #		BK02	IC01
2.887	2.163-6	1-20ANS							EMPC-Emp City		1-20 Alpha		BK02	IC01
2.888	2.163-7	2A							EMPS-Emp State		2 Alpha		BK02	IC01
2.889	2.163-8	5N							EMPZ-Emp Zip		5 Numeric		BK02	IC01
2.890	2.163-10	5-24ANS							EMPP-EMP Phone		5-24 Alpha/Numeric/Special Char		BK02	IC01

ATTACHMENT A.11

ABSM OVERVIEW

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

ABSM Overview

Business Need:

LASD has streamlined its booking process by allowing LE officers, while in the field, to begin a subject's booking. This process is called Automated Booking System (ABS) – a browser-based application where LE officers can access ABS on any LE agency provided computer device within the LASD network and PAC50 Network. ABS interfaces with the current Livescan system. ABS is presently supported and maintained by a vendor other than the existing Livescan vendor.

Since preliminary field bookings are closely associated to the more prevalent livescan device bookings at the LE agency locations, the CBS Solution will combine both functionalities. Field booking functionality will be a fully integrated software module within the CBS Solution and named Automated Booking Solution Module (ABSM).

All LASD LE locations will use ABSM. Other County LE agencies may use ABSM, at their choosing.

ABSM Functionality Overview:

Notwithstanding the ABSM functional requirements in Section 27.0 (Automated Booking Segment (ABS) Module) of Attachment A.2 (Solutions Requirements) of Exhibit A (Statement of Work), ABSM includes the following:

- 1. Assigns a unique transaction number to each newly created record and associates a Booking Number to that record;
- 2. Allows retrieving an existing booking record (initiated from ABSM, a Livescan device, and/or LE agency's RMS) with their assigned Booking Number, for editing and saving;
- 3. Allows LE officer to complete booking form(s), based on criminal charges (aka, Criminal Type Of Transaction (CRM TOT)) identified for the subject, with the option to add additional or remove charges, automatically modifying the relevant booking forms;
- 4. Auto-saves a partially completed booking record when moving from one screen field to the next and, when required, every thirty seconds within the same field;
- 5. Software allows capturing the subject's biometric (i.e., fingerprint(s)) while in the field and attaching the biometric to the booking record, and matches that biometric captured in the field during the full booking process at the Livescan device. Hardware for biometric capture is not included at this time;
- 6. Fully integrates with the CBS software on the Livescan devices so that any booking record can be created, edited and saved by either means (ABSM or Livescan) and, once saved, accessible by either means for additional editing;
- 7. Includes a LE agency-specific tiered electronic approval workflow, as described in Requirement number 27.4 of Attachment A.2 (Solutions Requirements) of Exhibit A (Statement of Work);
- 8. Upon both a final booking record approval and Livescan confirmation from DOJ, CBS Solution converts the final booking forms to TIFF format for a) viewing within the ABSM and Livescan software and b) exporting to LASD's document library system named SECDA (Sheriff's Electronic Criminal Document Archive) (see Section 2.1 of

- Attachment A.3 (System Interface)). Other LE agencies, at their choosing, may have their final booking forms exported to their Enterprise Content Management (ECM) document library application in either TIFF or PDF;
- 9. Includes System Administration functionality for the approval workflow process at each station/LE location (Watch Sergeant or other sworn staff, as determined by that station/LE location); and
- 10. Provides statistical reporting on user activity that occurred in ABSM.

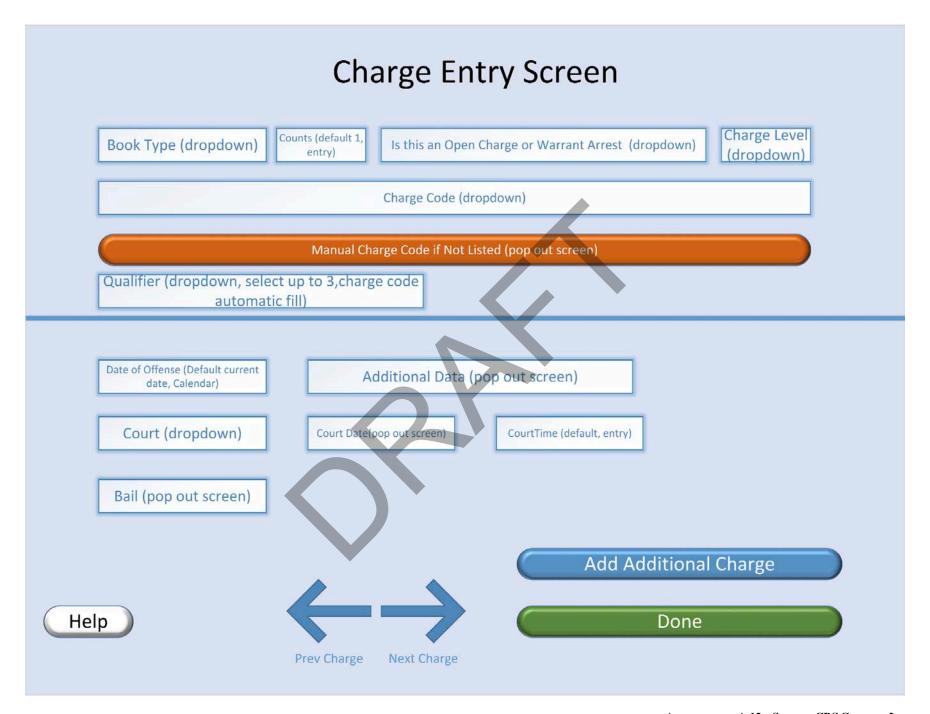


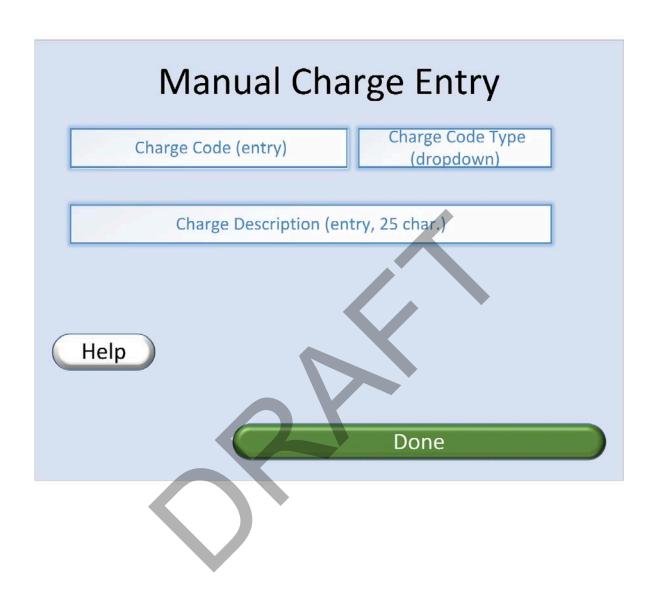
ATTACHMENT A.12

SAMPLE CBS GRAPHIC INTERFACE

FOR

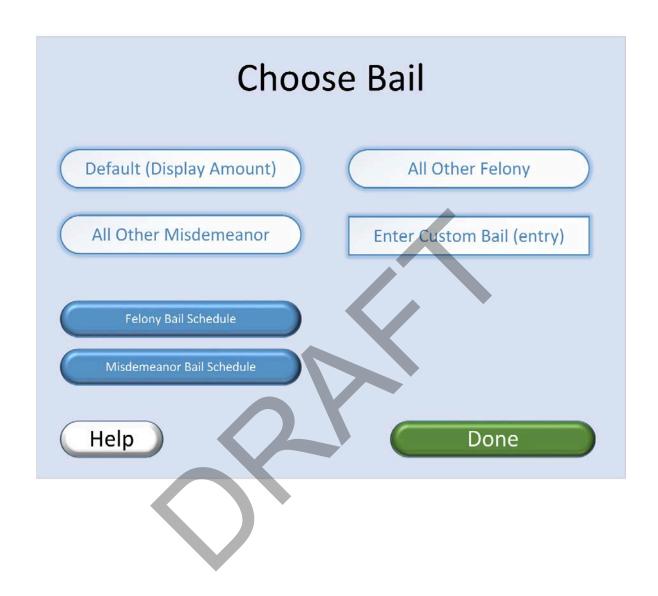
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION





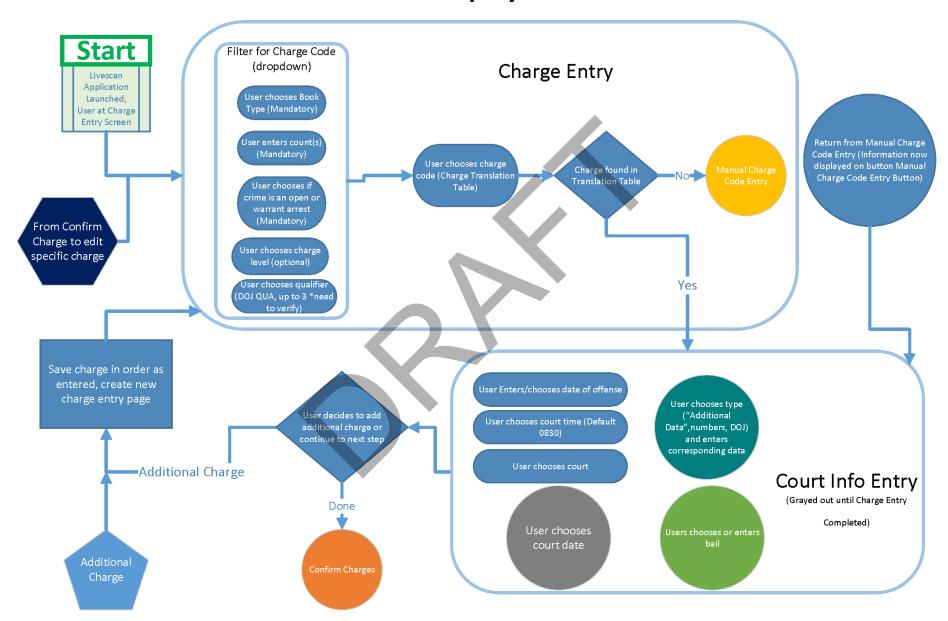




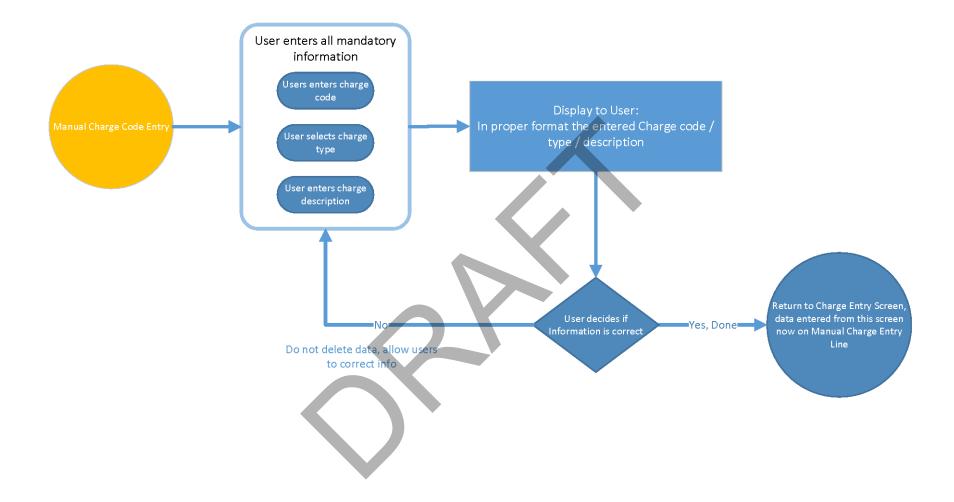




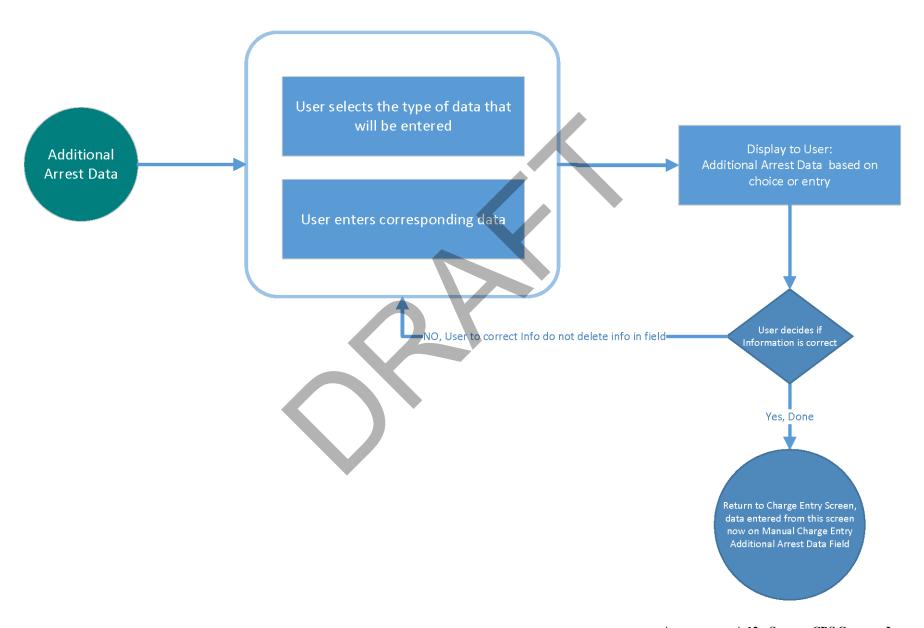
Charge Field Display



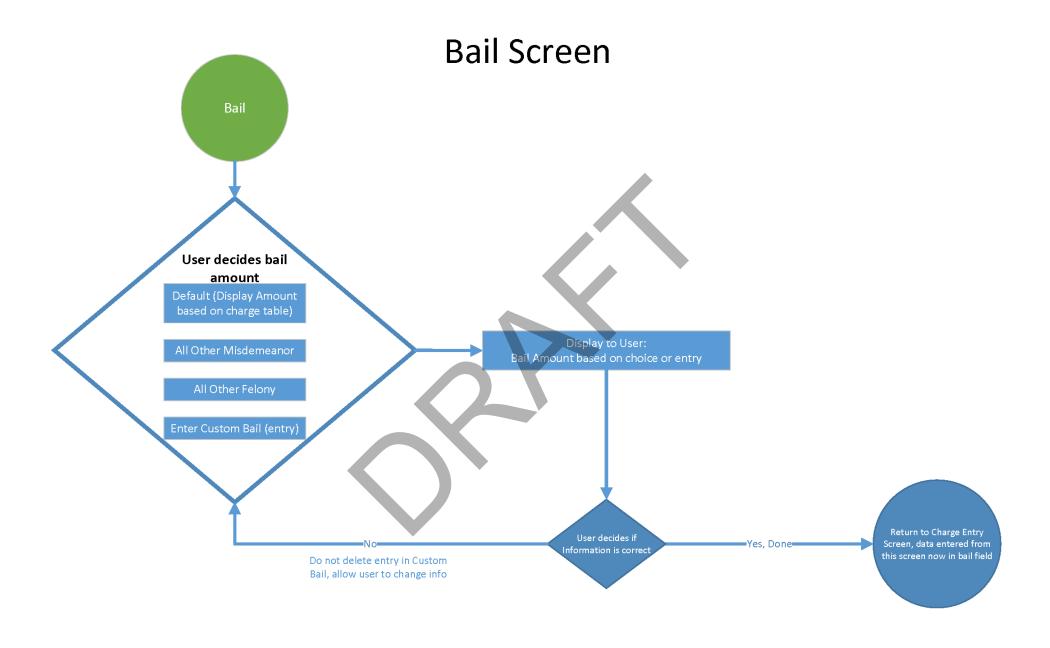
Manual Charge Entry

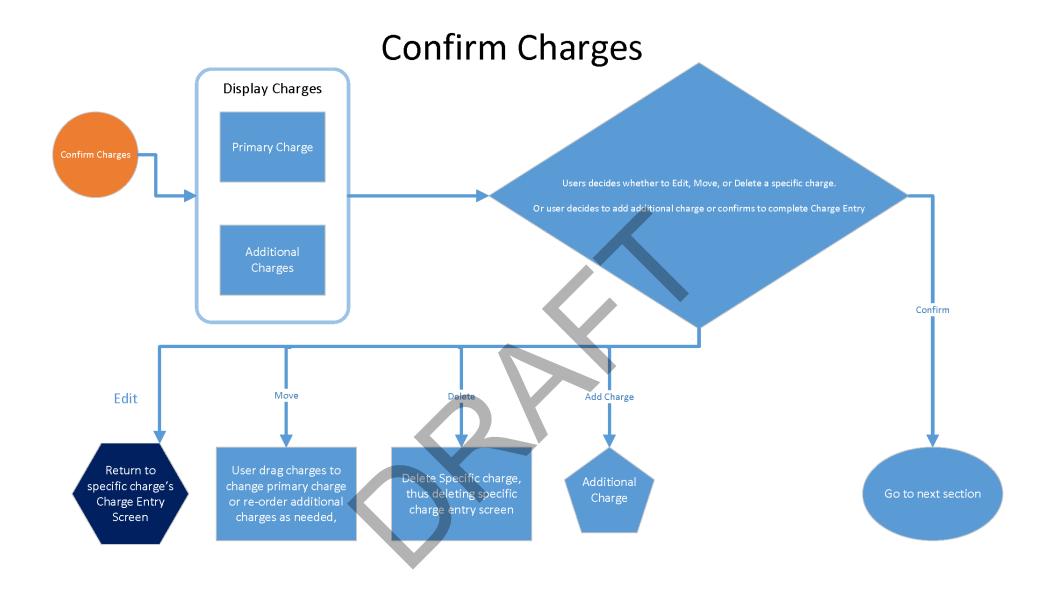


Additional Arrest Data



Court Date User chooses Additional Details: court date 1 court date = Next day and on a valid court date 2 court dates= 2 days after arrest (add another day if time of arrest is after 1200 hours) and on a valid court date 30-day =30th day after arrest and on a valid court date 60-day =60th day after arrest and on a valid court datet 90-day =90th day after arrest and on a valid court date Display to User: Court Date based on choice or entry User decides court date 1 Court Date (Warrants) 2 Court Dates (Open Charges) 60-day (Cite) 30-day (Cite) Select Custom Court Date 90-day (Cite) Return to Charge Entry Screen, (Calendar) User decides if data entered from this screen Yes. Done Information is correct now in Court Date field Do not delete info in Select Custom Date allow user to change





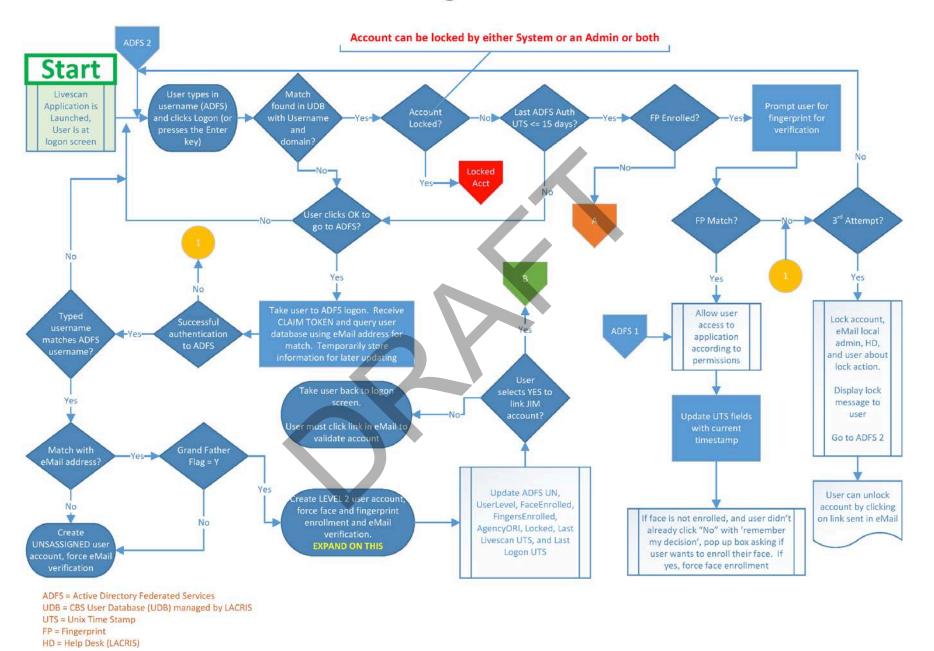
ATTACHMENT A.13

SAMPLE CBS – ABSM LOGIN AND TIERED BOOKING APPROVAL WORKFLOW

FOR

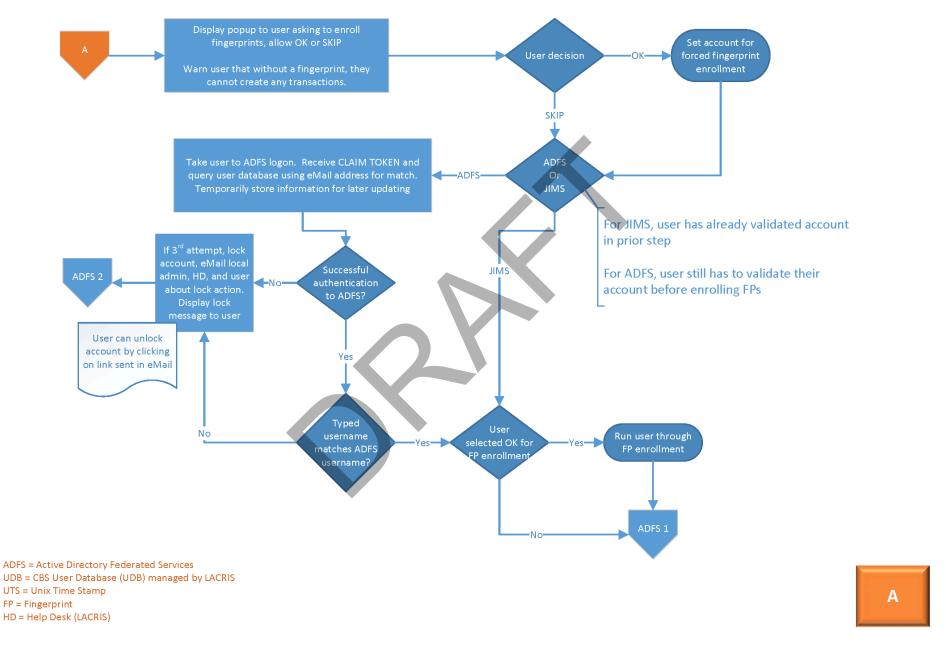
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

ADFS Livescan Logon Workflow

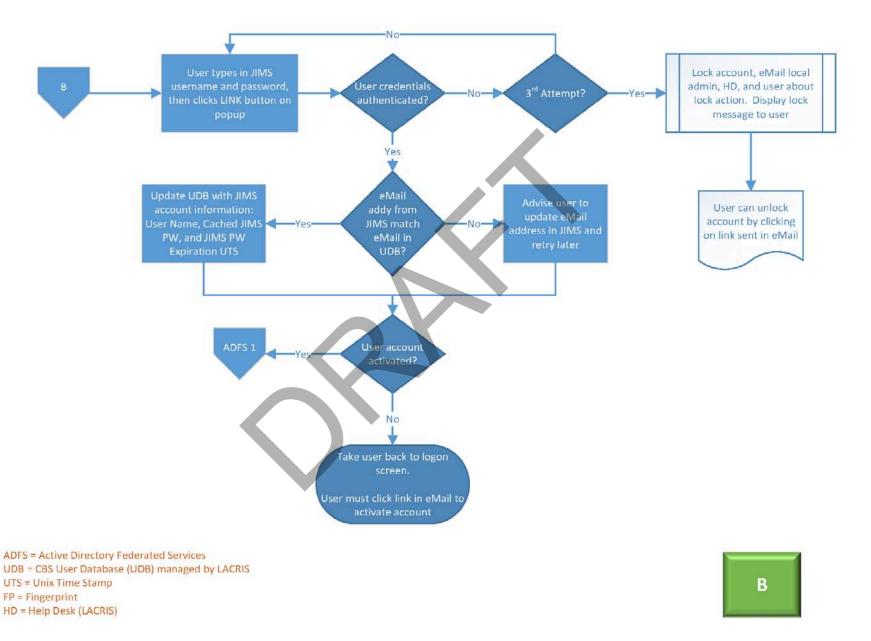


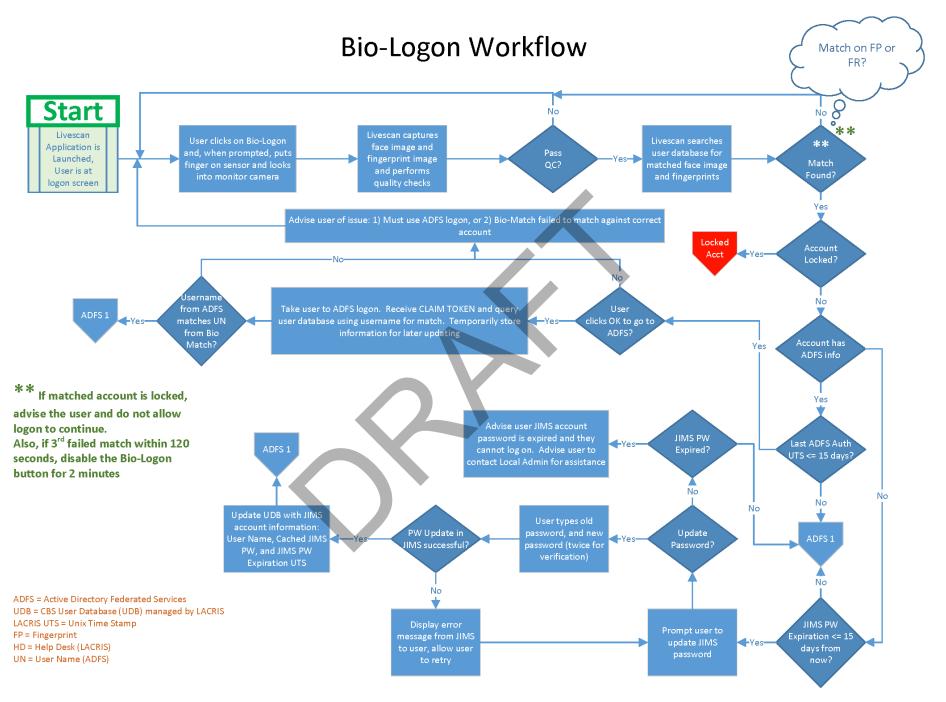
ATTACHMENT A.13 - SAMPLE CBS - ABSM LOGIN AND TIERED BOOKING APPROVAL WORKFLOW

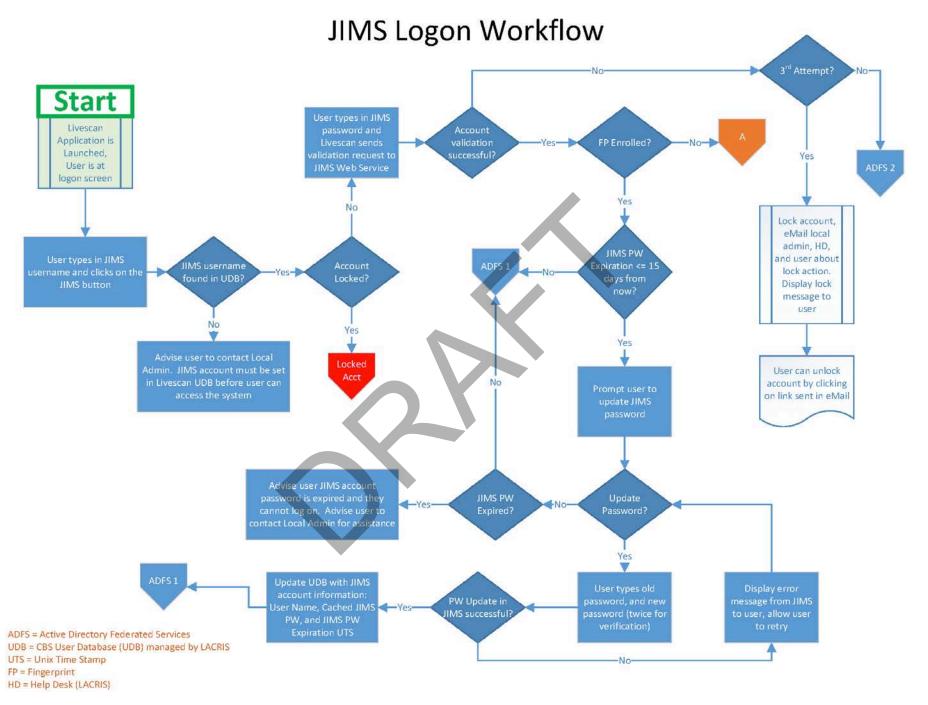
ADFS Username Match, No Fingerprint(s) Enrolled Workflow



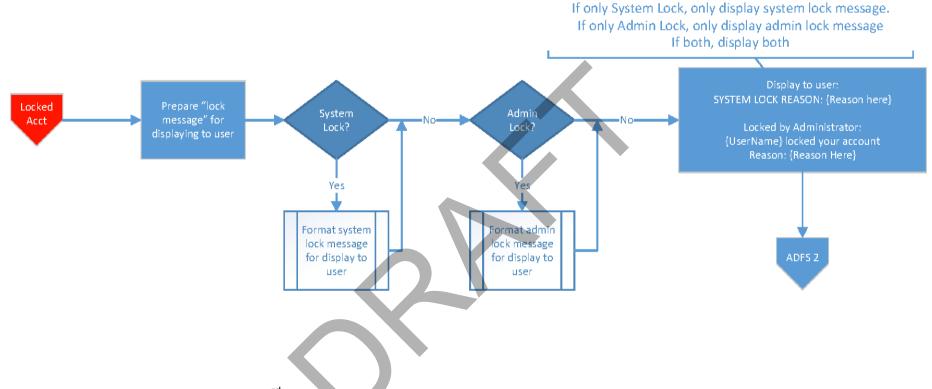
Linking JIMS Account to ADFS in UDB Workflow







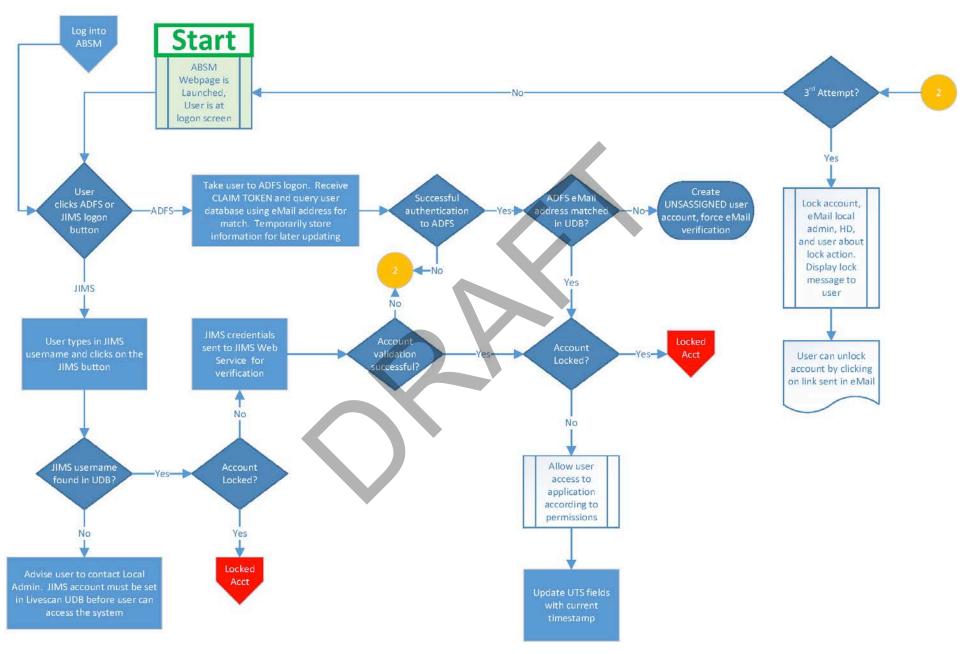
Account Locked Workflow



When an account is locked for a 3rd attempt violation, an eMail will be sent to that user (along with other destinations). The user's eMail they receive will have a hyperlink they can click on which will unlock that account.

If the account is locked for any other reason, only the Help Desk and LACRIS Administrators can unlock their account for system locks, and only the locking administrator can unlock their admin lock (LACRIS Admin and Help Desk can too, but will defer to the user's local administrator)

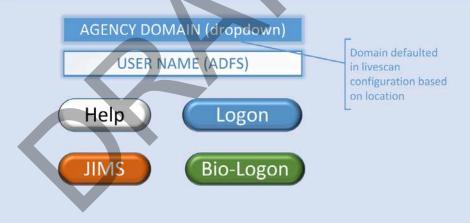
ABSM and Web Docs Logon Workflow



Livescan Logon Screen

Area for logon splash screen (image)
(can be easily changed in the central management server)

Can be the same for the entire county, or different for each region/group. Regions and Groups defined by LACRIS



This area for CJIS Security Policy notices.

Can be changed on the fly by LACRIS staff and used as a notification area. Can display bold, underline, italic, defined font colors (multiple colors allowed), and font sizes (multiple sizes allowed)

CBS **sample** User Database (UDB)

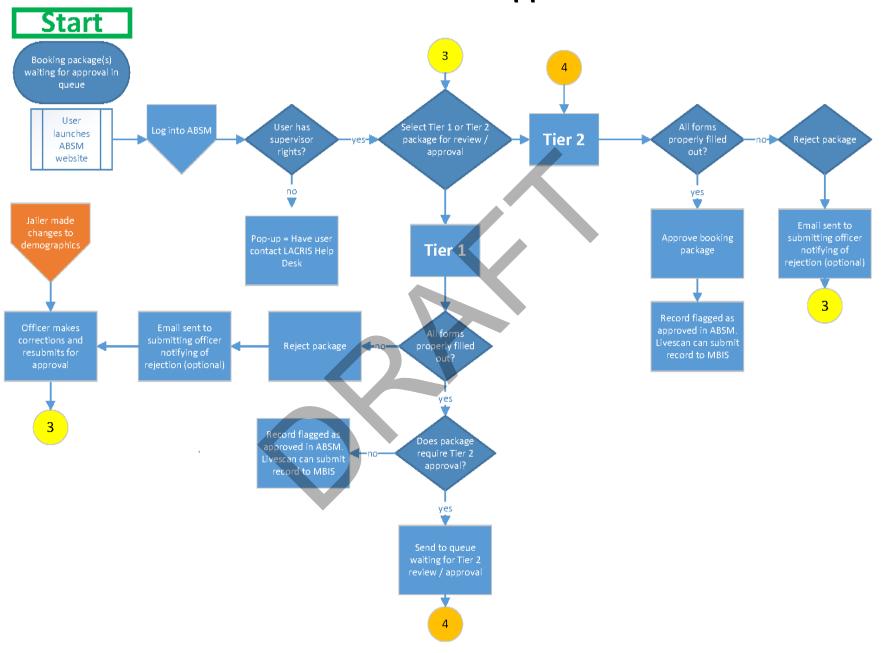
User Key	ADFS User Name	Domain	User Level	eMail	Grand Father Flag	Face Enrolled	Fingerprints Enrolled	Enabled Flag	Validated Flag	Agency ORI	Unit ORI	Locked (Sys)	Lock Code	JIMS Account UserName	Cached JIMS PW (encrypted)	JIMS PW Exp UTS	Last ADFS Auth UTS	Last Livescan UTS	Last Logon UTS
1		LASD		a1smith@lasd.org	Υ														
2	ssbevan	LASD	63	ssbevan@lasd.org	Y	Y	Υ	Y	Y	CA0190000	CA01900F2	N		ssbevan	#\$%123	1534291200		1520587824	1520858148
3	aqtang	LASD	63	aqtang@lasd.org	Y	Y	Y	Y	Y	CA0190000	CA0190047	N		a1tang	2345GStsf	1534291200		1520587824	1520858148
4	jkham	LAPD	25	jkham@lapd.ca	Y	N	N	Y	Y	CA0194200	CA0194276	N	4	G1942	DFKS024!#@	1534291200		1520587824	1520858148
5																			
6																			
7																			
8																			
***	Things to cons	ider:												Code	User Level				
-	Quality assess	ment for us	er. Wou	ld this be stored in	the user	database	?							1	Unassigned				
-	Only LACRIS (Regional Ad	mins) car	n change ENABLED f	lag to Y									2	Level 1				
-	UserLevel use	s BIT compa	ring. If 3	2 isin ssbevan's Use	rLevel v	alue, ther	n he is a Regio	nal Admi	n					4	Level 2				
														8	Local Admin				
														16	Agency Admin				
														32	Regional Admin				
User Key	Locked (Admin)	Locking /	Admin	Admin Lock Mes	sage									Code	Lock Reason				
3	Υ	ssbevan@	lasd.org	Custom message	here									1	Quality				
														2	PW Age				
														3	Audit Failure				
														4	Too many PW tri	es			
														5	Too much time h	as passed sin	ce last LS tra	insaction	

ADFS = Active Directory Federated Services
UDB = CBS User Database (UDB) managed by LACRIS

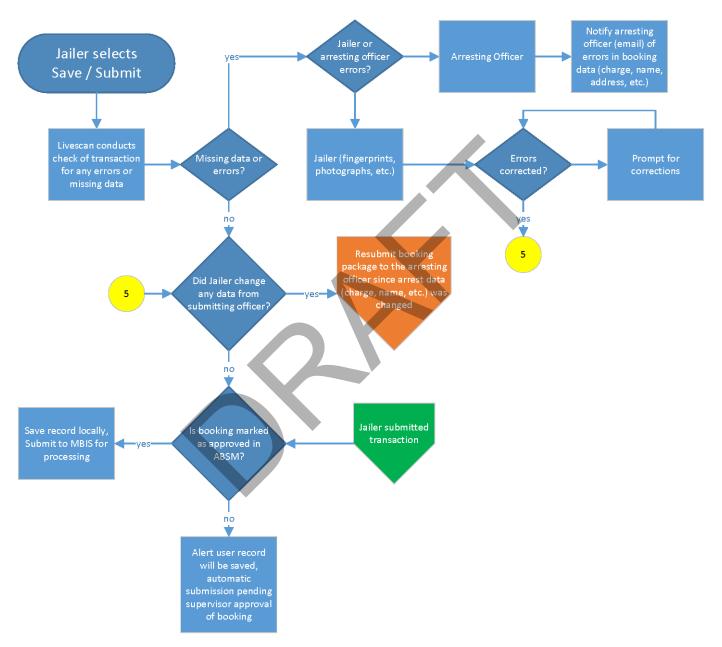
UTS = Unix Time Stamp FP = Fingerprint

HD = Help Desk (LACRIS)

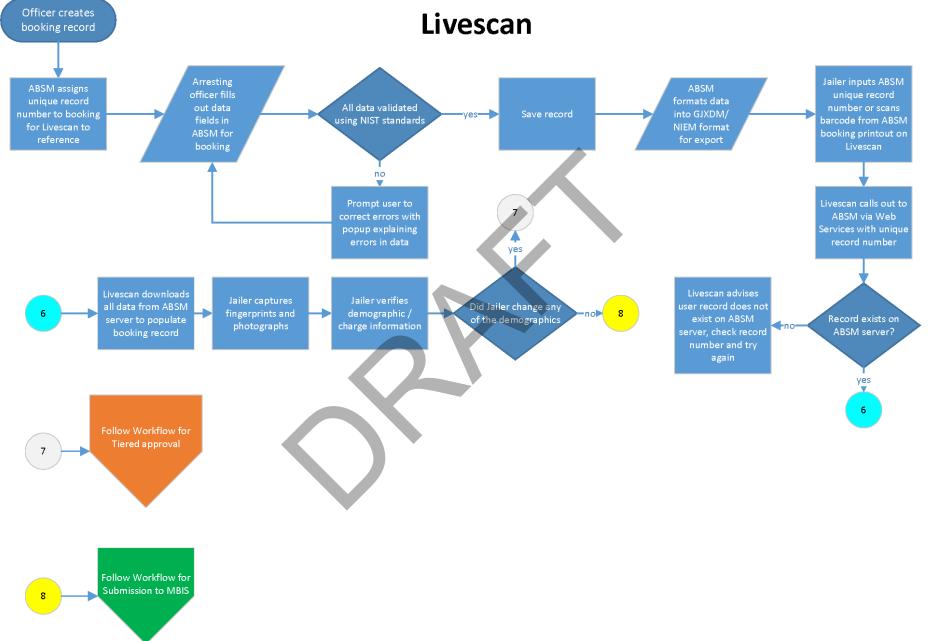
ABSM Tiered Approval



Livescan Submission to MBIS



Record Submission from ABSM to Livescan



ATTACHMENT A.14

HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

Proposer shall list all hardware and software specifications required for the CBS Solution, where such specifications substantiate Proposer's pricing quoted in RFP Section F (Required Forms), Exhibit 19 (CBS Cost Proposal Form).

Ex 19 Line #	System Component Description	Make/Model and Part Number	Component Specifications
23	Livescan Devices-General (including CBS Solution/3rd party software):	LiveScan Plus Capture Workstation – Dell Precision 3430	Requirement # 11.0 (Hardware – General Livescan Devices)
23.1	Cabinet	DWP Electric Height- Adjustable Cabinet w/ LineMaster Clipper Pedal	 Maximum Height: 71" Depth: 30 Width: 32" Cast Iron Ruggedized Pedal
23.2	CPU	Intel® Core i5-7500	Quad-Core 3.4Ghz
23.3	Keyboard	Dell KB216	Multi-Media Keyboard, Black
23.4	Mouse	Dell MS116	Wired Mouse, Black
23.5	Monitor	Dell P2418HT	24" Touchscreen Display
23.6	Webcam	Logitech HD Pro C920	1.14" x 3.70" x 0.94"2.0 Megapixels1080p/30fps - 720p/30fps
23.7	Magnetic Stripe Card Reader	Magtek 21073145	 3.94" x 1.28" x 1.23" Card Types: ISO 7810, ISO 7811, AAMVA 110 mA max normal mode 500 uA max suspend mode
23.8	Barcode Reader	Symbol DS9808	 2D Barcode Scan 8" x 5.4" x 3.4" 650 nm Laser Diode FOV (39° x 25°) 12 oz.

HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

Ex 19 Line #	System Component Description	Make/Model and Part Number	Component Specifications
23.9	Signature Pad	Topaz T-L(BK)460-HSB-R	• Touchpad Area 4.4" x 1.3" • Dimensions 6.0" x 3.8" x 1.4"
23.10	Hand/finger capture scanner(s)	CrossMatch LSCAN 1000P	 1000 DPI Dimensions 13.8"x19.7"x6" Weight 35 LBs Ten-print Flats and Rolls Upper, Lower, and Writer's Palm
23.11	Uninterrupted Power Supply	APC BE600M1	 120V Power BatteryCapacity 600VA/330W 23 Min Backup Time Outlets (5 Standard / 2 Surge) USB Charging Outlet Audible Signal Speaker
23.12	Software-CPU O/S	Windows 10 64-bit 1 TB Storage	Windows 10 64-bit 1 TB Storage
23.13	Software-Browser	Internet Explorer	Version 11 or Later
23.14	Software-	LiveScan Plus / Digital PhotoManager Capture Module	Components including fingerprint booking, mugshot capture, and ABSM "prebook."
23.15	Other-Specify	ACS ACR122U NFC (RFID Smart Card Reader)	 RFID Compatible USB Type A / 5V DC 98.0 mm x 65.0 mm x 12.8 mm White LED Indicator
23.16		Cisco C2960C-8PC-L	Cisco Network Switch
23.17		B603RC1 Surge Protector	6-Outlet Power Strip (3 ft) 600 J Surge Protection

HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

Ex 19 Line #	System Component Description	Make/Model and Part Number	Component Specifications
24	Livescan Devices- <u>Coroner</u> (including CBS Solution/3rd party software):	LiveScan Plus Capture Workstation – Dell Precision 3430	Requirement # 12.0 (Hardware – Coroner Livescan Devices)
24.1	Cabinet	DWP Electric Height- Adjustable Cabinet w/ LineMaster Clipper Pedal	 Maximum Height: 71" Depth: 30 Width: 32" Cast Iron Ruggedized Pedal
24.2	CPU	Intel® Core i5-7500	Quad-Core 3.4Ghz
24.3	Keyboard	Dell KB216	Multi-Media Keyboard, Black
24.4	Mouse	Dell MS116	Wired Mouse, Black
24.5	Monitor	Dell P2418HT	24" Touchscreen Display
24.6	Webcam	Logitech HD Pro C920	• 1.14'' x 3.70'' x 0.94'' • 2.0 Megapixels 1080p/30fps - 720p/30fps
24.7	Magnetic Stripe Card Reader	Magtek 21073145	 3.94" x 1.28" x 1.23" Card Types: ISO 7810, ISO 7811, AAMVA 110 mA max normal mode 500 uA max suspend mode
24.8	Barcode Reader	Symbol DS9808	 2D Barcode Scan 8" x 5.4" x 3.4" 650 nm Laser Diode FOV (39° x 25°) 12 oz.
24.9	Signature Pad	Topaz T-L(BK)460-HSB-R	Touchpad Area 4.4" x 1.3"Dimensions 6.0" x 3.8" x 1.4"
24.10	Hand/finger capture scanner(s)	Integrated Biometrics FIVE-0	 500 DPI Dimensions 4.48" x 3.27" x 0.75" Weight 6.76 oz.

HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

Ex 19 Line #	System Component Description	Make/Model and Part Number	Component Specifications
			• Ten-print Flats and Rolls
24.11	Uninterrupted Power Supply	APC BE600M1	 120V Power BatteryCapacity 600VA / 330W 23 Min Backup Time Outlets (5 Standard / 2 Surge) USB Charging Outlet Audible Signal Speaker
24.12	Software-CPU O/S	Windows 10 64-bit 1 TB Storage	Windows 10 64-bit 1 TB Storage
24.13	Software-Browser	Internet Explorer	Version 11 or Later
24.14	Software-	LiveScan Plus / Digital PhotoManager Capture Module	Components including fingerprint booking, mugshot capture, and ABSM "prebook."
24.15	Other-Specify	ACS ACR122U NFC (RFID Smart Card Reader)	 RFID Compatible USB Type A / 5V DC 98.0 mm x 65.0 mm x 12.8 mm White LED Indicator
24.16		Cisco C2960C-8PC-L	Cisco Network Switch
23.17		B603RC1 Surge Protector	6-Outlet Power Strip (3 ft)600 J Surge Protection

Ex 19 Line #	System Component Description	Make/Model and Part Number	Component Specifications
25	Livescan Devices- <u>Ouick ID</u> (including CBS Solution/3rd party software):	LiveScan Plus Capture Workstation – Dell Precision 3430	Requirement # 13.0 (Hardware – Quick ID Devices)
25.1	CPU	Intel® Core i5-7500	Quad-Core 3.4Ghz
25.2	Keyboard	Dell KB216	Multi-Media Keyboard, Black

HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

Ex 19 Line #	System Component Description	Make/Model and Part Number	Component Specifications
25.3	Mouse	Dell MS116	Wired Mouse, Black
25.4	Monitor	Dell P2418HT	24" Touchscreen Display
25.5	Webcam	Logitech HD Pro C920	 1.14" x 3.70" x 0.94" 2.0 Megapixels 1080p/30fps - 720p/30fps
25.6	Barcode Reader	Symbol DS9808	 2D Barcode Scan 8" x 5.4" x 3.4" 650 nm Laser Diode FOV (39° x 25°) 12 oz.
25.7	Signature Pad	Topaz T-L(BK)460- HSB-R	• Touchpad Area 4.4" x 1.3" • Dimensions 6.0" x 3.8" x 1.4"
25.8	Hand/finger capture scanner(s)	Integrated Biometrics FIVE-0	 500 DPI Dimensions 4.48" x 3.27" x 0.75" Weight 6.76 oz. Ten-print Flats and Rolls
25.9	Uninterrupted Power Supply	APC BE600M1	 120V Power BatteryCapacity 600VA / 330W 23 Min Backup Time Outlets (5 Standard / 2 Surge) USB Charging Outlet Audible Signal Speaker
25.10	Foot Pedal	LineMaster Clipper Pedal	Ruggedized Cast Iron Foot Pedal
25.11	Software-CPU O/S	Windows 10 64-bit	Windows 10 64-bit
		1 TB Storage	1 TB Storage
25.12	Software-Browser	Internet Explorer	Version 11 or Later
25.13	Software-	LiveScan Plus / Digital PhotoManager Capture Module	Components including fingerprint booking, mugshot capture, and ABSM "prebook."

ATTACHMENT A.14 – HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

Ex 19 Line #	System Component Description	Component Description Make/Model and Part Number	
25.14	Other-Specify	Cisco C2960C-8PC-L	Cisco Network Switch
23.15		B603RC1 Surge Protector	6-Outlet Power Strip (3 ft)600 J Surge Protection

(Add additional rows as needed)

Ex 19 Line #	System Component Description	Make/Model and Part Number	Component Specifications
26	Mugshot Camera (Requirement # 18.0)	Canon EOS Rebel SL2	 Digital AF / AE Single Lens 24.2 Effective MP (25.8 Total) 3:2 Aspect Ratio JPEG / RAW (14-bit Canon Img) Auto-Focus (w/ Manual Focus) 4.82 x 3.65 x 2.75 in. 14.32 oz.
26.1	Other-Specify	N/A	N/A
26.2			

(Add additional rows as needed)

Ex 19 Line #	System Component Description	Make/Model and Part Number	Component Specifications
27	Iris Camera	ICAM 7101S	• Digital AF / AE Single Lens
	(Requirement # 19.0)		• 11" to 15" Capture Range
			Range Color Indicator
			Status LED
			• 5MP Face Camera w/ Flash
			• 7.01" x 8.31" x 2.52'
			• 3.5 lbs
27.1	Other-Specify	N/A	N/A
27.2			

HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

Ex 19 Line #	System Component Description	Make/Model and Part Number	Component Specifications
28	Printer / Color (Requirement # 16.0)	HP Color LaserJet Pro M452dw	 Duplex Color Printing 1200 MHz Processor /256 MB NAND Flash Memory 28 PPM Print Speed 3" Touchscreen Display 600x 600 – 38,400 x 600 DPI Highspeed USB / Network Connectivity 2 Standard Paper Trays (3 Maximum Paper Trays) 16.2" x 18.5" x 11.6" 41.7 lbs
28.1	Other-Specify	N/A	N/A
28.2			

Ex 19 Line #	System Component Description	Qty/ Unit	Make/Model/ Version and Part #	Component Specifications
30	LASD Data Center (Primary Site)			(Requirement # 14.0)
30.1	Server Rack	1	Dell Netshelter SX 42U	19-Inch Rack Space2 Dell PDU's
30.2	Blade Servers *	3	Dell PowerEdge R740xd	 24" Touchscreen Disp. Dual Intel Xeon Gold CPU 72+ TB Storage 256 GB RAM Redundant Power Supplies
30.3	KVM Switch	1	Dell KVM Switch	8-Port Digital Switch
30.4	Network Hardware	2	Dell 4000 Series Network Switch	SFP Network Switch

HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

Ex 19 Line #	System Component Description	Qty/ Unit	Make/Model/ Version and Part #	Component Specifications
30.5	Tape Library	1	N/A (Tape Library not proposed)	N/A
30.6	Other-Specify	3	FortiADC 400D Controller	ADC Load Balancer
30.7		3	Fortigate 300E Firewall	Dual Firewall Protection
30.8		1	90 TB Dell Backup Array	Point-in-Time backups for Databases and VM's

^{*} Servers needed for Proprietary CBS, ABSM, ADFS, Database, Web Apps, Interfaces, Report Server, etc. using virtualization software

Ex 19 Line #	System Component Description	Qty/ Unit	Make/Model/ Version and Part #	Component Specifications
31	Proposer's Secondary Data Center or Cloud			(Requirement # 29.0) Continuity of Operations
31.1	AWS Database Servers	2	AWS EC2 Server, CS	 Windows sever 2019 SQL Server 4 CPU cores 32GB Ram Dynamic Storage
31.2	AWS Web Servers	2	AWS EC2 Server, CS	 Windows sever 2019 SQL Server 2 CPU cores 8GB Ram Dynamic Storage
31.3	AWS Application Servers	2	AWS EC2 Server, CS	 Windows sever 2019 2 CPU cores 8GB Ram Dynamic Storage
31.4	AWS EBS Backup Storage	1	EBS Volume, CS	EBS Volume, CS

HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

Ex 19 Line #	System Component Description	Qty/ Unit	Make/Model/ Version and Part #	Component Specifications
31.5	AWS Fortigate Firewall	1	Fortigate VM01v, CS	Fortigate vm01vl running on a EC2 t.2
31.6	Other-Specify	1		
31.7		1		
31.8		1		

^{*} Servers needed for Proprietary CBS, ABSM, ADFS, Database, Web Apps, Interfaces, Report Server, etc. using virtualization software

Ex 19 Line #	System Component Description	Qty/ Unit	Make/Model/ Version and Part #	Component Specifications
32	Software for Primary and Secondary Sites			(Requirements # 14.0 and 29.0)
32.1	Proposer's CBS Base Software	1	LiveScan Plus / Digital PhotoManager	Components including fingerprint booking, mugshot capture, and ABSM "prebook."
32.2	O/S Software	1	Microsoft Windows Server 2016	Datacenter OS by Microsoft (2016)
32.3	Database Software	1	Microsoft SQL Enterprise Edition	SQL Server Enterprise (Licensed for 6 Cores)
32.4	Virtualization Software	1	VMWare 6.7 Enterprise Plus	VMWare Kit with vSan Configuration
32.5	Anti-Virus Software (McAfee endpoint security provided by County for Primary Site)	1	McAfee Server Suite (or equivalent; Specific AV solution TBD)	Antivirus Protection for Servers / Data

HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

Ex 19 Line #	System Component Description	Qty/ Unit	Make/Model/ Version and Part #	Component Specifications
32.6	Report Writer Software	1	DataWorks Plus, LLC Advanced Reporting Services	Custom Data Table with Report Template Generation by Vendor
32.7	Interface Engine Software	1	DataWorks Plus, LLC Custom Interface	Customized Interface Coding in Accordance with ICD
32.8	Dashboard monitoring	1	Agency Statistics Dashboard Interface	Custom Web App Displaying Agency Usage and Performance Statistics
32.9	Other-Specify	1	DataWorks Plus, LLC Notification Services	Customized Internal Messaging based on Notification Services
32.10		1	DataWorks Plus, LLC Store & Forward Transaction Controller	Store & Forward Services for Transaction Management

(Add additional rows as needed)

Ex 19	System Component Description	Qty/	Make/Model/	Component
Line #		Unit	Version and Part #	Specifications
33	Direct Network Connection to the two Data Centers		Private Line & Backup VPN Connections	(Requirement # 14.1)

Ex 19 Line #	System Component Description	Qty/ Unit	Make/Model/ Version and Part #	Component Specifications
37	Automated Booking System Module			(Requirement # 27.0)
37.1	Proposer's CBS Base Software	1	Digital PhotoManager	Custom ABSM "Prebook" Web Application Accessible within Browser

HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

Ex 19 Line #	System Component Description	Qty/ Unit	Make/Model/ Version and Part #	Component Specifications
37.2	Proposer's Additional CBS Software (Browser-based)		N/A	N/A
37.3	Other-Specify		N/A	N/A
37.4				

(Add additional rows as needed)

Ex 19 Line #	System Component Description	Qty/ Unit	Make/Model/ Version and Part #	Component Specifications
38	Browser-based 3 rd Party Software			(Requirement # 27.0)
38.1	Other-Specify		N/A	N/A
38.2				

HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

Proposer's Name	DataWorks Plus, LLC
Completed By	Todd Pastorini
Email Address	tpastorini@dataworksplus.com
Phone Number	925-240-9010

PROPOSER'S ATTESTATION:

I hereby attest that the Hardware and Software to be delivered to County, including all Specifications detailed here above, shall meet or exceed the stated Solution Performance Requirements (Attachment G.6) for a period of five (5) years from Final Acceptance based on LACRIS' booking volume and anticipated growth stated in the Statement of Work Paragraph 1.2 (Background) [360,000 bookings per year and one (1) percent volume increase per year].

Signature	Lasteri-
Date 3/13/20	19

EXHIBIT B

PRICING SCHEDULE

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

CBS Pricing Schedule - Exhibit B (Page 1 of 3) SOW Deliverables

Propo	oser's Name:	DataWorks Plus, LLC					Parameter
Line #	Category	Item Description	Quantity	Unit of Measure (UOM)	Proposer's Unit Price	Cost * (Qty x Unit Price)	Proposer's Comments
1		Deliverable 1 – Project Control Document	1	LOT	\$ 10,000.00	\$ 10,000.00	
2		Deliverable 2 –	1	LOI	Included /	\$ 10,000.00	
2		Ongoing Project Management **	1	LOT	Not Billable	\$ -	
3		Deliverable 3.1 – Requirements Review Report	1	LOT	\$ 5,000.00	\$ 5,000.00	
4		Deliverable 3.2 –		101	\$ 3,000.00	\$ 3,000.00	
4		Demonstration and Gap Analysis	1	LOT	\$ 15,000.00	\$ 15,000.00	
5		Deliverable 4 – Infrastructure and Technical Assessment	1	LOT	\$ 5,000.00	\$ 5,000.00	
_		Deliverable 5 –		101	3,000.00	3,000.00	
6		Implementation Assessment and Strategies	1	LOT	\$ 5,000.00	\$ 5,000.00	
7		Deliverable 6 - Customized COTS Solution Design Review and Final Design	1	LOT	\$ 5,000.00	\$ 5,000.00	
8		Deliverable 7.1 – Customization Environment Established	1	LOT	\$ 4,000.00	\$ 4,000.00	
9		Deliverable 7.2 –		LOI	4,000.00	\$ 4,000.00	
9	ples	Customized COTS Solution Completed	1	LOT	\$ 5,000.00	\$ 5,000.00	
10	ivera	Deliverable 7.3 – Test Script Document Completed	1	LOT	\$ 15,000.00	\$ 15,000.00	
11	SOW Deliverables	Deliverable 7.4 – Factory Acceptance Test Completed	1	LOT	\$ 10,000.00	\$ 10,000.00	
12	80	Deliverable 8.1 –					
		Central Server Primary Site Set Up Completed Deliverable 8.2 –	1	LOT	\$ 5,000.00	\$ 5,000.00	
13		Livescan Devices Set Up Completed	1	LOT	\$ 25,000.00	\$ 25,000.00	
14		Deliverable 8.3 – CBS Production Environment Set Up Completed	1	LOT	\$ 10,000.00	\$ 10,000.00	
15		Deliverable 8.4 –				7 ==7,555.55	
		System Acceptance Test Completed Deliverable 9 –	1	LOT	\$ 7,500.00	\$ 7,500.00	
16		Solution Documentation Completed	1	LOT	\$ 9,000.00	\$ 9,000.00	
17		Deliverable 10 –		LOT	¢ 35,000,00	¢ 25.000.00	
40		Training Completed Deliverable 11 –	1	LOT	\$ 25,000.00	\$ 25,000.00	
18		CBS Test Environment Completed	1	LOT	\$ 7,500.00	\$ 7,500.00	
19		Deliverable 12 – Transition to Production Completed	1	LOT	\$ 8,000.00	\$ 8,000.00	
		Deliverable 13 –	1	LUI	\$ 6,000.00	\$ 6,000.00	
20		CBS Solution System Implemented and Final Acceptance Completed	1	LOT	\$ 5,000.00	\$ 5,000.00	
21					TOTAL	\$ 181,000.00	

engagement

CBS Pricing Schedule - Exhibit B (Page 2 of 3) Hardware / Software

Р	roposer's Name:	er's Name:					
Line #	Category	Item Description	Quantity	Unit of Measure (UOM)	Proposer's Unit Price	<u>Cost *</u> (Qty x Unit Price)	Proposer's Comments
22		Livescan Devices (including CBS Solution/3rd party software):					
23		General	163	EA	\$ 22,987.36	\$ 3,746,939.68	Includes 9.5% Sales Tax
24		Coroner	2	EA	\$ 15,069.16	\$ 30,138.32	Includes 9.5% Sales Tax
25	Equipment at Locations	Quick-ID	2	EA	\$ 13,343.45	\$ 26,686.90	Includes 9.5% Sales Tax
26		Mugshot Camera	139	EA	\$ 1,358.46	\$ 188,825.94	Includes 9.5% Sales Tax
27		Iris Camera	163	EA	\$ 1,971.00	\$ 321,273.00	Includes 9.5% Sales Tax
28		Printer / Color	144	EA	\$ 589.99	\$ 84,958.56	Includes 9.5% Sales Tax
29					Subtotal	\$ 4,398,822.40	
30		LASD Data Center (Primary Site)	1	LOT	\$ 399,228.66	\$ 399,228.66	Includes 9.5% Sales Tax
31		Proposer's Secondary Data Center or Cloud (Secondary Site)	1	LOT	\$ 364,592.38	\$ 364,592.38	Cloud services are non taxable
32	Central Server Equipment,	Software for both sites (CBS Solution, O/S, other 3rd Party, Networking)	1	LOT	\$ 885,000.00	\$ 885,000.00	Software to be remotely downloaded from SC, Non-Taxable
33	Network	Direct Network Connection to the two Data Centers	1	YR	\$ 43,044.80	\$ 43,044.80	Non-Taxable
34		INTENTIONALLY OMITTED				\$ -	
35		INTENTIONALLY OMITTED				\$ -	
36					Subtotal	\$ 1,691,865.84	
37	Browser-based	Automated Booking System Module (ABSM)	1	LOT		\$ -	Included
38	Software	Other 3rd Party (specify)	1	LOT		\$ -	
39					Subtotal	\$ -	
40					TOTAL	\$ 6,090,688.24	
	*	Cost - there will be a 10% holdback on all payment					

points, due upon Final Acceptance

CBS Pricing Schedule - Exhibit B (Page 3 of 3) OM&S

Proposer's Name:							
Line #	Category	Item Description	Quantity	Unit of Measure	Annual OM&S <u>After Final Acceptance</u>		Proposer's Comments
				(UOM)	Unit Price	Cost	
41		Livescan Devices (including CBS Solution/3rd party software):					
42		General	163	EA	\$ 3,000.00	\$ 489,000.00	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
43		Coroner	2	EA	\$ 1,930.00	\$ 3,860.00	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
44	Equipment at Locations	Quick-ID	2	EA	\$ 1,710.00	\$ 3,420.00	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
45		Mugshot Camera	139	EA	\$ 175.00	\$ 24,325.00	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
46		Iris Camera	163	EA	\$ 250.00	\$ 40,750.00	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
47		Printer / Color	144	EA	\$ 85.00	\$ 12,240.00	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
48					Subtotal	\$ 573,595.00	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
49	Central Server	LASD Data Center (Primary Site)	1	LOT	\$ 55,000.00	\$ 55,000.00	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
50	Equipment, Software and	Proposer's Secondary Data Center or Cloud (Secondary Site)	1	LOT	\$ 55,000.00	\$ 55,000.00	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
51	Network Communication	Software for both sites (CBS Solution, O/S, other 3rd Party, Networking)	1	LOT	\$ 112,000.00	\$ 112,000.00	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
52		Direct Network Connection to the two Data Centers	1	YR	\$ 38,045.00	\$ 38,045.00	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
53					Subtotal	\$ 260,045.00	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
54	Browser-based	Automated Booking System Module (ABSM)	1	LOT	\$ 40,000.00	\$ 40,000.00	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
55	Software	Other 3rd Party (specify)	1	LOT		\$ -	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
56					Subtotal	\$ 40,000.00	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
57					TOTAL	\$ 873,640.00	DWP will maintain a fixed cost for 6 years.
58	Professional	Services Fixed Hourly Rate			Per Hour	\$ 200.00	

SCHEDULE B.1

OPTIONAL WORK SCHEDULE

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

This Schedule B.1 (Optional Work Schedule) shall be used by County to maintain listing of all Optional Work acquired by County under the Agreement using Pool Dollars and the remaining Pool Dollars following each such acquisition. This Schedule B.1 (Optional Work Schedule) shall be included as part of a Change Notice or Amendment, as applicable, for each acquisition of Optional Work using Pool Dollars and shall be updated accordingly.

1. OPTIONAL WORK

Item No.	Description / Type (Application Modifications, Professional Services, Additional Products, etc.)	Request Date	Delivery Date	County Approval Date	Maximum Fixed price
					\$
	Subtotal (items completed & approved by County)				

In the event County elects to acquire any of the Optional Work specified above, such Optional Work shall be provided by Contractor to County at the applicable Maximum Fixed Price set forth in Section 1 (Optional Work) above. Professional services including those for programming modifications and consulting services shall be provided by Contractor to County at the Fixed Hourly Rates not exceeding those specified in Exhibit B (Pricing Schedule), which shall not increase during the Term of the Agreement.

2. POOL DOLLARS

Item	Event	Event	Adjusted Amount	Remaining
No.	(Effective Date, Change Notice, Amendment)	Date	("+", "-")	Amount
1	Effective Date			\$

EXHIBIT C

SERVICE LEVEL AGREEMENT

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

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CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

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EXHIBITS

Exhibit C Service Level Agreement

Schedule C.1 Information Sec	curity Requirements
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1. GENERAL

This Exhibit C (hereinafter "SLA") sets forth the scope of, and Contractor's Service Level commitment regarding, the Operations, Maintenance, and Support Services (OM&S) for the Solution, including, but not limited to, service levels which include System hosting, correction of Deficiencies, as well as warranties and County's remedies for Contractor's failure to meet the service level commitment specified herein. Capitalized terms used in this SLA without definition shall have the meanings given to such terms in the Base Agreement.

2. SCOPE OF SERVICES

2.1 DESCRIPTION

Contractor shall provide Service Levels relating to OM&S Services specified in the Base Agreement and this SLA, as more fully described below.

- 2.1.1 Operation Services shall mean any goods and/or Services to be provided by Contractor under the Agreement for handling the day-to-day management of the Solution, including all Livescan devices currently in operation at the County law enforcement locations, and information technology (IT) infrastructure assets currently in operation (host/data center, client/desktop, connectivity/ network). Management tasks shall include but not be limited to; System operations, administration, security, performance monitoring, technical diagnostics/troubleshooting, configuration management, System repair management and generation of management reports, and managing business continuation processes and technology assets.
- 2.1.2 Maintenance Services shall mean any goods and/or Services to be provided by Contractor under the Agreement for maintaining the Solution and all Solution components currently in operation, including but not limited to Software Updates, Hardware Upgrades, enhancements, corrections and other updates to the Solution, Interfaces, performance, data security, reports and regulatory compliance, as further specified in Exhibit A (Statement of Work) and this SLA.
- 2.1.3 Support Services shall mean any goods and/or Services to be provided by Contractor under the Agreement in support of the Solution and all Solution components currently in operation, including but not limited to, updates, corrections, enhancements, customer support, Interfaces, performance, data security, reports, and applicable regulatory compliance, and Work Orders with supporting documentation, as further specified in Exhibit A (Statement of Work) and this SLA.

2.2 DEFINITIONS

- "Active-Active" shall have the meaning as described in Paragraph 4.4 (Business Continuity (Disaster Recovery)).
- "Authorized Contact" shall mean and refer to any County personnel authorized to report Deficiencies and to coordinate provision of Support Services under this SLA.
- "Client Environment" shall mean the Livescan Equipment and Solution Software installed at each Participating Agency.
- "Critical Deficiency" shall mean a Deficiency of Severity Level 1, as further described in Paragraph 5.2.1 (Problem Correction Priorities).
- "Customer Support" shall have the meaning specified in Paragraph 4.1 (Scope of Support).
- **'Disaster'** shall mean a catastrophic event that results in significant or potentially significant Downtime or disruption of the Production Environments at the primary and secondary data centers, and requires Contractor to maintain an active-active Disaster Recovery Plan.

- **'Disaster Recovery'** shall mean and refer to Contractor's obligations described in Paragraph 4.4 (Business continuity (Disaster Recovery)).
- **"Disaster Recovery Plan"**; shall have the meaning specified in Paragraph 4.4 (Business continuity (Disaster Recovery)).
- "Incident" shall mean a circumstance or set of circumstances taken together, resulting in a failure to meet a Service Level as required under this SLA.
- **"Low Deficiency"** shall mean a Deficiency of Severity Level 4, as further described in Paragraph 5.2.1 (Problem Correction Priorities).
- "Maintenance Services" shall mean any goods or Services provided under the Agreement for maintaining the Solution, including but not limited to those Services defined in the Preventive Maintenance Program [see Paragraph 2.1.12 (Preventive Maintenance Program) of Exhibit A (Statement of Work)], Solution equipment repairs and replacement, and Solution Software updates, corrections, enhancements and other Updates to the Solution, Interfaces, System availability, data security and reports, as further specified in Paragraph 3 (Maintenance Services).
- "Major Deficiency" shall mean a Deficiency of Severity Level 1 or Severity Level 2, as further described in Paragraph 5.2.2 (Problem Resolution Process).
- "Moderate Deficiency" shall mean a Deficiency of Severity Level 3, as further described in Paragraph 5.2.1 (Problem Correction Priorities).
- "Response Time", as such term applies to the System, shall mean the time elapsed for a transaction within the hosted gateway, as may be further specified in Attachment A.2 (Solution Requirements) to Exhibit A (Statement of Work) and this SLA.
- "Response Time Baseline" shall mean the County specified baseline for Response Time, as described in Paragraph 5.4 (System Performance Requirements).
- "Response Time Deficiency" shall mean System not responding within the prescribed Response Time Baseline, as further described in Paragraph 5.4 (System Performance Requirements Time Deficiencies).
- **"Scheduled Downtime"** shall mean the period of time that the Solution cannot be accessed due to System scheduled maintenance, including but not limited to preventive maintenance, updates, upgrades, scheduled reboots and restarts, as further described in Paragraph 3.2 (Maintenance, Preventive Maintenance).
- "Service Credits" shall mean credits or any other form of discount to be applied to the applicable Service Fees for Contractor's failure to timely resolve an Incident, or correct a Deficiency, as specified in this SLA, including System Unavailability exceeding the thresholds set forth in this SLA.
- "Severe Deficiency" shall mean a Deficiency of Severity Level 2, as further described in Paragraph 5.2.1 (Problem Correction Priorities).
- "Severity Level" shall mean the applicable Deficiency severity level assigned to each Incident, for purposes of correcting Deficiencies, as described in Paragraph 5.2 (Resolution of Deficiencies).
- "SLA" shall mean "Service Level Agreement" and refer to Contractor's Service Level commitment regarding System Maintenance as required by the Agreement and this Exhibit C (Service Level Agreement), including but not limited to Maintenance Services, Support Services, System hosting, and any Warranties specified herein.
- **"Support Hours"** shall mean 365/366 days per year, 24 hours a day 7 days a week, with no exceptions made for holidays.

- "Support Services" shall mean any goods or Services provided under this Agreement in support of the Solution, including but not limited to Customer Support, help-desk assistance, operational support, equipment repairs or replacement, preventive maintenance, updates, corrections, enhancements, Interfaces, corrective measures, fixes, patches and System Performance and data security Deficiency corrections, updates to reports for meeting applicable regulatory compliance, as further specified in Paragraph 4.1 (Scope of Support).
- **"System Availability"** shall have the meaning specified in Paragraph 5.4 (System Performance Requirements).
- **"System Performance"** shall mean the performance of the System with respect to Response Time, System Availability and Disaster Recovery.
- **"System Performance Deficiency"** shall mean System not meeting any of the System Performance Requirements as specified in Paragraph 5.4 (System Performance Requirements).
- **"System Performance Requirements"** shall mean the requirements for System Performance, including Paragraph 5.4 (System Performance Requirements).
- "System Unavailability" shall have the meaning specified in Paragraph 6.2 (Service Credits).
- "Total Monthly Time" shall mean all minutes during Support Hours in any calendar month, excluding Scheduled Downtime.
- "Unscheduled Downtime" shall have the meaning specified in Paragraph 6.1 (General).

3. MAINTENANCE SERVICES

As part of System Maintenance, Contractor shall provide maintenance of the System including the provision of Updates (hereinafter "Maintenance Services"), as provided in this Paragraph 3 (Maintenance Services).

3.1 SOLUTION MAINTENANCE

3.1.1 SYSTEM HARDWARE

As part of Maintenance Services, Contractor shall provide maintenance of the System Hardware components surrounding the System Software, including but not limited to all equipment and networking components. Contractor shall repair, upgrade or replace these System Hardware components during the Term of the Agreement to comply with the Solution Requirements and the warranties specified in the Agreement and to support and be compatible with the System Hardware, including Livescan devices, and System Software including any Application Modifications provided by Contractor under the Agreement.

3.1.2 LIVESCAN-RELATED EQUIPMENT AT THE PARTICIPATING AGENCIES

Contractor's Maintenance Services shall include, at minimum, the following level of Services. Contractor shall:

- 1. Respond to equipment repairs or replacement Services at the Participating Agencies, when required, within four hours of notification by County [Catalina location twelve hours, Contractor responsible for boat transportation fees];
- 2. Maintain a reserve hardware inventory totaling four percent of deployment throughout the Agreement Term, to facilitate hardware replacement in event of equipment failure;
- 3. Provide equipment teardown, move and reconnect (TMR) Services, during normal business hours and coordinated with LACRIS technicians, when such equipment requires relocation;
- 4. Maintain inventory lists of all Livescan devices, peripherals, printer and other equipment

EXHIBIT C - SERVICE LEVEL AGREEMENT

located at the Participating Agencies, including at minimum:

- a. Equipment at the component-level (e.g., Livescan PCs, printers, mugshot camera);
- b. Component description, make, model, serial number, and software build number; and
- c. Participating Agency name, address, contact phone number, site location, I/P address(es).

A. CENTRAL SERVER HARDWARE

Contractor's Maintenance Services shall include, at minimum, the following level of Services for Hardware and server-related Software. Contractor shall:

- 1. Proactively monitor Central Server operations at the primary and secondary data centers, including Interfaces, through automated monitoring tools, and report all Deficiencies to the LACRIS Help Desk
- Provide technical support to administer and operate the CBS Production Environments at the
 primary and secondary data centers, and CBS Test Environment. County and Contractor
 shall mutually agree upon Scheduled Downtime, which may be during the weekends in the
 early morning hours
- 3. Provide CBS database uploads from the CBS Production Environment to the CBS Test environment, at least semi-annually
- 4. Provide CBS Software Solution backup (data and System configurations):
 - a. Hot backups daily of the CBS Production Environments at both the primary and secondary data centers;
 - b. Hot backups weekly of the CBS Test Environment at the primary data center;
 - c. Cold backups monthly of all CBS Solution environments, for both the primary and secondary data centers, where Scheduled Downtime is required; and
 - d. Storing backup tapes off-site, for meeting disaster recovery provisions.
- 5. Test at least annually during Scheduled Downtime, the failover from the primary to secondary data center and resolve all Deficiencies.

3.1.3 APPLICATION SOFTWARE

Contractor shall provide Updates to the Application Software to keep current with Contractor's hosting technology standards, industry standards, compliant with Federal and California State mandates, Third Party Software upgrades, enhancements, updates, patches, bug fixes, etc., the Solution Requirements and as provided to Contractor's general customer base in accordance with this SLA, all in coordination with County's Project Manager. By definition, such Updates shall include, but not be limited to, enhancements, Version Releases and other improvements and modifications to the System Software, including Application Software.

Without limiting the other provisions of the Agreement, including without limitation this SLA, such Updates shall be provided to County at least twice every year, unless otherwise agreed to by County and Contractor. Contractor shall notify County of all such Updates to the Application Software prior to the anticipated installation date thereof. Contractor's provision and installation of such Updates to the Application Software shall be at no additional cost to County. Any Updates necessary to remedy security problems in the System (e.g., closing "back doors" or other intrusion-related problems) shall be provided promptly following Contractor's knowledge of such problems. County shall also be notified in writing within 24 hours of Contractor's knowledge of the existence of any intrusions or other security problems or breaches that may affect the integrity of the System data or any other County data, subject

to the provisions of Paragraph 18 (Confidentiality and Security) of the Base Agreement.

3.1.4 THIRD PARTY SOFTWARE

As part of Maintenance Services, Contractor shall provide maintenance of the Third Party Software operating the System Environment for the Solution, including but not limited to Operating Software, database software and other software installed in the Production Environments and Test Environment that is not Application Software. Contractor shall update, upgrade or replace these System Software components during the Term of the Agreement to comply with the Solution Requirements and the warranties specified herein and to support and be compatible with the Application Software including any Application Modifications provided by Contractor under the Agreement.

Contractor shall provide Updates to the System Software to keep current with Contractor's hosting technology standards, software industry standards including upgrading manufacturer's end of life that are no longer supported by the Third Party Software manufacturer, Updates to the Application Software and other Application Modifications, all in coordination with County's Project Manager.

Contractor shall provide automated software provisioning tools to perform remote software patches and install Version Releases, including security updates.

Contractor shall provide software configuration management tools for Solution Software configuration identification, at both the primary and secondary data centers for all CBS environments, and for all the Livescan devices at the Participating Agencies.

Furthermore, any Third Party Application that may be incorporated by Contractor, and shall become part of, the Application Software shall be subject to the same System Maintenance obligations and requirements as the Application Software components that are owned or are proprietary to Contractor.

3.1.5 ADDITIONAL PRODUCTS

Maintenance Services additionally include maintaining compatibility of the System Software with any Additional Products that may be acquired by County under this Agreement as Optional Work, including Additional Software and Additional Hardware. Prior to the installation of any Additional Product, or any update thereto, Contractor shall test and ensure such Additional Product's compatibility with the then current version of the System Software. Contractor shall ensure that the System Software is compatible with the required or critical updates to Additional Products, including without limitation, service and compatibility packs and security patches, promptly upon their release.

3.1.6 CLIENT ENVIRONMENT

As part of Maintenance Services, Contractor shall maintain the System's compatibility with the Client Environment recommended and approved by Contractor by providing, among others, Updates to the System Software and upgrading the System Hardware during the Term of the Agreement and following any update and/or upgrade by County of such Client Environment.

3.2 MAINTENANCE, PREVENTIVE MAINTENANCE

3.2.1 Contractor shall provide as-needed Preventive Maintenance in accordance with the Preventive Maintenance Program [see Paragraph 2.1.12 (Preventive Maintenance Program) of Exhibit A (Statement of Work)]. In the event that Preventive Maintenance is required, Contractor shall ensure that, during any such Preventive Maintenance, the System Availability requirements of this Agreement are met and that the CBS Solution is fully operational at Contractor's secondary redundant site.

3.2.2 Unless agreed to otherwise in advance by County, Contractor shall provide all Maintenance Services, including installation of Updates, with no or minimal Scheduled or Unscheduled Downtime. If any Maintenance Services result in Unscheduled Downtime, Paragraph 6 (Remedies) of this SLA shall apply.

3.3 EXCLUSIONS

County's Project Manager may request exclusionary services that are required from Contractor, as determined by County Project Manager. Contractor shall respond in accordance with the response timeframes specified in Paragraph 5.2 (Resolution Of Deficiencies).

Exclusionary Services may be required as a result of the following:

- 1. Gross neglect/mishandling;
- 2. Department site air conditioner or humidity control malfunction or failure;
- 3. County Department site electrical system malfunction or failure; and
- 4. Any force majeure events as specified in Paragraph 64 (Force Majeure), of the Base Agreement.

4. SUPPORT SERVICES

4.1 SCOPE OF SUPPORT

Contractor's responsibilities for supporting the operation of the Solution (hereinafter "Support Services") shall include responding to problems reported and correcting Deficiencies as specified in this SLA. As part of its Support Services, Contractor shall provide operational support for the Solution during the Support Hours, which shall include without limitation providing a point of contact for all Solution problems by maintaining a system for customer support ("Customer Support"). Such operational support shall include Support Services to correct any failure of the Solution and to remedy Deficiencies in accordance with Paragraph 5 (Correction of Deficiencies) to ensure that the Solution operates in accordance with the Specifications, including Solution Requirements, warranties and other requirements set forth in the Agreement. Requests for Customer Support will be submitted by County's Authorized Contact (e.g. County Project Manager or designee(s) via telephone, email and/or Contractor's web-based customer support portal. In the event that the Contractor's web-based trouble ticketing system is not available to County, County may use any other reasonable means to request Customer Support. Customer Support shall respond with a plan for resolving each Deficiency and respond to County's Project Manager within the applicable required period specified in Paragraph 5.2.1 (Problem Correction Priorities) depending on the Severity Level of the Deficiency.

4.2 CUSTOMER SUPPORT

In addition to the Solution Requirements, Contractor's Customer Support Requirements shall also include but not be limited to the following:

- 1. County-designated technical support staff who provides First Level Support to the Participating Agencies shall have access to Contractor's Customer Support through the methods outlined in this SLA.
- 2. County shall have access to Contractor's Customer Support through the web-based trouble ticketing system or telephone. The trouble ticketing system shall provide for County a simple method to submit, track and update issues that require escalation to Contractor's Customer

- Support. The authorized County contacts will each receive an account and training on the ticketing system.
- 3. Contractor shall provide a toll-free telephone number for County staff to call at any time during Support Hours. This telephone number shall be managed by a live operator to quickly connect County staff with the appropriate Customer Support personnel.
- 4. Severity Levels for the Deficiencies shall be assigned according to definitions specified in Paragraph 5.2.1 (Problem Correction Priorities).
- 5. Contractor shall respond within the period specified in Paragraph 5.2.1 (Problem Correction Priorities) depending on the Severity Level of the Deficiency.
- 6. Contractor's web-based trouble ticketing system shall made be available to County at any time during Support Hours. Contractor shall advise County at least two weeks in advance when the ticketing system requires its scheduled maintenance.
- 7. Contractor's Customer Support shall work with County's Project Manager and County's technical support staff on correcting Deficiencies, keeping such County personnel informed regarding Solution updates and scheduled timeframes, to ensure that all maintenance windows are clearly communicated and the requirements of this SLA are met.
- 8. Contractor shall triage, diagnose and resolve all County-submitted Deficiencies based on severity and business impact. If Contractor proposes a solution for the Deficiency workaround, County may reevaluate and escalate or downgrade the Severity Level of such Deficiency. Contractor shall work with County to ensure that each service ticket case is documented and diagnosed properly. Each Deficiency shall be tracked in the Contractor's Customer Support ticketing system by:
 - a. Severity Level;
 - b. Date/time notified by County;
 - c. Name of Contractor's Service Technician(s) or Engineer(s);
 - d. Component (hardware-Livescan, hardware-Central Server, Software-Livescan, Software-Central Server) and, if applicable, sub-component (e.g., mugshot camera, Livescan monitor);
 - e. LACRIS' assigned tracking number from its customer support ticketing system;
 - f. Description of problem including, if applicable, Solution Software version;
 - g. Root cause of problem;
 - h. Action taken to resolve issue and/or to prevent recurrence; and
 - i. History of actions taken, including communications between Contractor and County, by Contractor and County personnel.
- 9. Date/time completed by Contractor and communicated to County. Contractor shall proactively monitor all CBS Solution Software for security breaches, and report and coordinate resolution of any IT security breaches with both the LACRIS Help Desk and Department's Data Security Unit.
- 10. Contractor shall install all software security patches, no later than 90 calendar days, when notified by either the 3rd party software company or Department's Data Security.
- 11. Contractor's Project Manager shall meet with County's Project Manager on a regularly scheduled basis, minimally monthly. Meetings are in person at a County-designated location or via web-conferencing, as mutually agreed upon in advance by both parties. Contractor will provide County with activity information which, at minimum, includes:
 - a. Service ticket activity from the prior month, including the age of each open service ticket;

- b. Listing of service tickets resolved from the prior month, including the time duration it took Contractor to resolve;
- c. Summary of Scheduled and Unscheduled Downtime, and if appropriate by location; and
- d. Database statistics.

Contractor shall provide meeting agendas, presentation materials, and minutes.

- 12. Contractor shall provide all Solution updates for keeping the Solution compliant with Federal (e.g., National Incident-Based Reporting System ("NIBRS"), FBI's Criminal Justice Information Services (CJIS)) and State mandates.
- 13. Contractor shall maintain all updates to the CBS Solution documentation, including computer-based training tools (i.e., streaming video)
- 14. Contractor shall provide refresher T3 type training of the Contractor's most recent CBS Solution build, annually when requested by County.
- 15. Contractor shall, at minimum annually, place CBS Solution software into Escrow, then coordinate with Escrow company all the required testing necessary to verify that the Solution software deposited is a working, fully executable application.
- 16. Deficiency correction, timeframes and Service Credits for failure to timely correct any Deficiencies as specified herein shall be as specified in Paragraph 5 (Correction of Deficiencies).
- 17. CBS Solution enhancement suggestions, initiated by either County or Contractor, shall be tracked using Contractor's Customer Support ticketing system. Contractor shall conduct a preliminary evaluation within thirty days and update the ticket with that preliminary evaluation. Contractor shall use this information in product enhancement planning.

4.3 RESPONSE TIME MONITORING

Contractor shall be responsible for monitoring Solution Response Times to ensure compliance with the agreed upon Response Times listed in Schedule C.4 (Solution Response-Time Requirements) to this SLA and any other applicable requirements specified in Attachment A.2 (Solution Requirements) to Exhibit A (Statement of Work) and this SLA.

Contractor shall perform Response Time monitoring at regular intervals and in sufficient detail to detect problems. Contractor shall provide County with direct access at any time to the data collected as a result Response Time monitoring. Whenever requested by County, Contractor shall provide County with reports and/or download that related-data along with all applicable documentation that may be necessary for County to independently monitor the Response Time of the System.

County reserves the right to periodically re-evaluate the Response Time Baselines or add/modify/delete Response Time requirements, to ensure that the Response Time of the System does not restrict or delay County's operations.

4.4 BUSINESS CONTINUITY (DISASTER RECOVERY)

As part of Support Services, Contractor shall also be responsible for Active-Active Disaster Recovery services and submission of a Business Continuity Strategy (BCS) pursuant to Paragraph 2.1.10 (Business Continuity Strategy) of Exhibit A (Statement of Work). Active-Active Disaster Recovery means: a network configuration of independent nodes with the ability to replicate the CBS Solution in near real-time with high availability across the primary and secondary data centers.

Contractor shall maintain and implement Active-Active Disaster Recovery and avoidance procedures to ensure that the System and the Solution provided hereunder are not interrupted during any Disaster.

Contractor shall provide County with a copy of its current BCS and all updates thereto during the Term of the Agreement. All requirements of the Agreement, including but not limited to those relating to security, personnel due diligence and training, shall apply to Contractor's Disaster Recovery site.

Contractor or County may declare an event a Disaster. A Disaster may be caused by an exclusionary event (refer to Paragraph 3.3 (Exclusions)) or an event within Contractor's sole responsibility. Regardless, upon occurrence or declaration of a Disaster, Contractor shall provide the services outlined in the BCS. Contractor shall be subject to the following Service Level requirements as part of Active-Active Disaster Recovery, which shall be contained in and are incorporated into the BCS:

- 1. Contractor shall have complete responsibility for continuation of service and restoration of the System and the Solution.
- 2. In the event of a Disaster declaration, Contractor shall be required to maintain regular and consistent communication with County about the outage and steps taken to restore the System and the Solution.
- 3. County shall be able to logon to the Disaster Recovery site instantaneously after the declaration of the Disaster by County or Contractor.
- 4. Contractor shall have 100% capacity instantaneous of the declaration of the Disaster by County or Contractor.
- 5. Contractor's failure to make a declaration of a Disaster within one hour shall result in an Incident and deemed Unscheduled Downtime.

5. CORRECTION OF DEFICIENCIES

5.1 IDENTIFICATION OF DEFICIENCIES

The Deficiencies under the Agreement may be identified either as a result of Contractor's use of its own monitoring tools or discovered by County. Upon discovery of a Deficiency by County, County will report the Deficiency to Contractor's Customer Support for resolution in accordance with this SLA. Contractor shall keep County informed on all Deficiencies they have identified, and both parties shall mutually agree to assign the appropriate Severity Level to the Deficiency.

The Severity Level of a Deficiency shall be assigned according to the Severity Level definitions set forth in Paragraph 5.2.1 (Problem Correction Priorities). Based on Contractor's proposed solution and/or workaround(s) for the Deficiency, County may reevaluate and escalate or downgrade the Severity Level of the Deficiency pursuant to Paragraph 5.2.3 (Severity Level Adjustment).

5.2 RESOLUTION OF DEFICIENCIES

5.2.1 PROBLEM CORRECTION PRIORITIES

County will assign the Severity Level to each Deficiency reported by County to Contractor's Customer Support. Contractor shall assign Severity Levels to Deficiencies discovered by its own problem monitoring system. Following report of a Deficiency from County, Contractor shall respond back to County within the prescribed "Response Timeframe" specified below and resolve each such Deficiency within the specified "Resolution Time". Resolution Time for correction of Deficiencies shall start tolling when County first notifies Contractor of a Deficiency by telephone or otherwise as specified herein, including Contractor's Customer Support, and shall end when County determines that the Deficiency has been resolved.

SEVERITY LEVEL	DESCRIPTION OF DEFICIENCY (ANY ONE OF THE FOLLOWING)	RESPONSE TIMEFRAME	RESOLUTION TIME
1 – Critical	System is down (Unscheduled Downtime) or is practically down (e.g., extremely slow Response Time) or does not function at all, as determined by the County. There is no way to circumvent the problem; a significant number of County users are affected. A production business System is inoperable.	One hour	Resolve incident or formulate reasonable workaround within four consecutive hours
2 – Severe	A component of the Solution is not performing in accordance with the Specifications (e.g., slow Response Time), creating significant County business impact, its core functionality is not available or one of the System Requirements is not met, as determined by the County.	Four hours	Resolve incident or formulate reasonable workaround within eight consecutive hours
3 – Moderate	A component of the Solution is not performing in accordance with the Specifications but there is a reasonable workaround; there are unexpected results, moderate or minor operational impact, as determined by the County.	One day	Resolve incident within two consecutive weeks
4 - Low	This is a low impact problem and is not significant to operations or is related to education (e.g., general "how to" and informational Solution Software questions, Documentation requests, understanding of reports or general "how to" create reports), as determined by the County.	Two days	Next Version Release or six months unless otherwise agreed to by County and Contractor

5.2.2 PROBLEM RESOLUTION PROCESS

For any Deficiency reported by County or discovered by Contractor, Contractor shall immediately commence corrective action. Contractor shall correct all Deficiencies within the Resolution Times specified above. Contractor shall also immediately commence to develop a workaround or a fix for any Severity Level 1 or Severity Level 2 Deficiency (hereinafter "Major Deficiency"). County and Contractor shall agree on the Deficiency resolution, whether by a permanent solution or a temporary workaround, as determined by County.

Contractor shall provide the best level of effort to correct all Deficiencies and, in particular, Deficiencies with Severity Level 1, Severity Level 2, or Severity Level 3, within the prescribed Resolution Times. In the event that Contractor fails to correct a Deficiency within the prescribed Resolution Time, Contractor shall provide County with a written or electronic report that includes a detailed explanation of the status of such Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for completing the correction of such Deficiency. This process will be repeated until the Deficiency is resolved and the resolution is approved by County's Project Manager. The parties will jointly cooperate during this period of time.

5.2.3 SEVERITY LEVEL ADJUSTMENT

County may escalate or downgrade a Severity Level of a Deficiency if the Deficiency meets the definition of the Severity Level as escalated or downgraded. A Deficiency may also be escalated by County if the Deficiency persists or re-occurs, as determined by County's Project Manager.

At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for resolution of such Deficiency in accordance with Paragraph 5.2.1 (Problem Correction Priorities). Contractor may request a special exception to the above timeline where there are extenuating

circumstances. The decision to provide an extension along with its appropriate timeline shall be made at the sole discretion of County's Project Manager.

If a workaround may be provided by Contractor for a Deficiency, County and Contractor may agree to downgrade the Severity Level of such Deficiency until an agreed upon date. If a permanent fix is not provided by such agreed upon date, County will be able to escalate the Severity Level back to the original Severity Level or higher, as provided herein.

5.3 LIVESCAN SPECIFICATIONS

All hardware and software specified for delivery under the Agreement whose specifications are documented in Attachment A.2 (Solution Requirements) and Attachment A.14 (Hardware and Software Delivery List and Specification Sheet) to Exhibit A (Statement of Work), shall meet said specifications based on the predicted volume and growth as stated in Paragraph 1.2 (Background) of Exhibit A (Statement of Work), throughout the Agreement Term without exception. Contractor shall, at Contractor's sole expense, supplement said equipment and/or software with additional/upgraded components (e.g., Livescan's PC RAM) needed to meet System Performance Requirements, at no cost to County. Such additional/upgraded components shall be covered under Contractor's OM&S Program at no additional charge to County.

5.4 SYSTEM PERFORMANCE REQUIREMENTS

The System shall meet the System Performance Requirements specified below that are within Contractor's control, including but not limited to those relating to System Response Time and System Availability, as further specified in this SLA, Attachment A.2 (Solution Requirements) to Exhibit A (Statement of Work), and Schedule C.4 (Solution Response-Time Requirements) to this SLA. All System Performance Deficiencies shall be deemed Severity Level 2 Deficiencies or higher for the purpose of correcting said Deficiencies, and/or implementing other County remedies.

SYSTEM PERFORMANCE CATEGORY	SYSTEM PERFORMANCE REQUIREMENT
System Availability	98.9%
Response Time	System Response Time Baseline(s) established and agreed upon prior to Go-Live.
Active-active Disaster Recovery	Pursuant to the provisions and requirements of Paragraph 4.4 (Business Continuity (Disaster Recovery))

The following criteria shall be applied with regards to System Performance Requirements:

- 1. "System Availability" shall be calculated based on the formula set forth in Paragraph 6.2 (Service Credits).
- 2. System Response Time(s) shall be established using County-required and Contractor-supplied System Response Time measurement method, which is a component of the Solution. The System Response Time Baseline(s) shall be agreed upon and established before the System is able to reach Go-Live under the Statement of Work. System Response Time Baseline(s) may need to be established to address various System categories and periods of operations, to the extent applicable, including but not limited Business Hours, off-Business Hours, peak hours and reporting.

System Response Time measurements shall be calculated by averaging Response Time(s) for each of the established System Response Time Baseline measurement categories [see Schedule

- C.4 (Solution Response-Time Requirements) of this SLA].
- 3. If the average System Response Time is greater than the System Response Time Baseline on six occasions, for any of the periods of operation (see #2 above) within a Service Month, County shall notify Contractor using the Customer Support trouble ticketing system.
- 4. Contractor shall keep County informed of the progress of the System Response Time problem with the objective of providing a solution as quickly as possible.
- 5. Initial System Response Time Baseline(s) shall be established and agreed upon by the parties prior to Go-Live. County reserves the right to modify the System Response Time Baseline and/or measuring methods if County determines that the Solution is restricting or delaying County's operations.

6. System Response Time Deficiency

A System Response Time Deficiency that fits the definition of a Major Deficiency shall be deemed to cause Unscheduled Downtime which shall begin to accrue after four hours for Level 1, and after eight hours for Level 2, and shall entitle County to assess Service Credits as provided in Paragraph 6.2 (Service Credits) below. In addition, any unresolved Moderate Level 3 Deficiency by Contractor shall begin to accrue after thirty days, and shall entitle County to assess Service Credits.

7. Active-Active Disaster Recovery

Any County observed Deficiency which may prevent Contractor from delivering Disaster Recovery services to County in a timely manner and as minimally prescribed in Paragraph 4.4 (Business Continuity (Disaster Recovery)) above, shall be deemed to cause Unscheduled Downtime and shall entitle County to assess Service Credits as provided in Paragraph 6.2 (Service Credits) below.

6. REMEDIES

6.1 GENERAL

Credits shall accrue for Unscheduled Downtime and System Performance Deficiencies, including Contractor's failure to meet the System Availability requirements and/or System or Service Response Time requirements (hereinafter "Service Credit(s)"). For purposes of assessing Service Credits and this SLA, "Unscheduled Downtime" shall mean the total combined amount of time during any Service Month, measured in minutes, during which the System has a Major Deficiency in which exceeds the resolution time durations stated in 5.2.1 (Problem Correction Priorities) above, or any Moderate Deficiency that is unresolved by Contractor within thirty days, excluding Scheduled Downtime.

6.2 SERVICE CREDITS

Without limiting any other rights and remedies available to County, either pursuant to the Agreement, by law or in equity, County shall be entitled to Service Credits calculated based on the length of combined Unscheduled Downtime during any Service billing period (hereinafter "System Unavailability"), as provided below.

SYSTEM AVAILABILITY (% OF BILLING PERIOD)	HOURLY UNSCHEDULED DOWNTIME RANGE / BILLING PERIOD	SERVICE CREDITS (% OF INVOICE FEES FOR APPLICABLE BILLING PERIOD)
98.9% < x < 100%	0:00 – 24:00 hours	None
97.9% < x < 98.9%	24:01 – 45:00 hours	5%
95.9% < x < 97.9%	45:01 – 87:00 hours	15%
93.9% < x < 95.9%	87:01 – 132:00 hours	35%
91.9% < x < 93.9%	132:01 – 174:00 hours	45%
89.9% < x < 91.9%	174:01 – 216:00 hours	50%
87.9% < x < 89.9%	216:01 – 261:00 hours	60%
85.9% < x < 87.9%	261:01 – 303:00 hours	75%
x < 85.9%	Beyond 303:00 hours	Fee Waived for that Billing Period

For purposes of calculating Service Credits, "System Availability" percentage shall be calculated as follows:

System Availability = (Total Billing Period Time – Unscheduled Downtime) ÷ Total Billing Period Time

Example: 3,150 minutes of total Unscheduled Downtime during a 30-day Service Billing Period.

 $[129,600 - 3,150] \div 129,600 = 97.6\%$ System Availability, with 15% Service Credit

Service Credits, in any amounts, are not and shall not be construed as penalties and, when assessed, will be deducted from County's payment due to Contractor.

6.3 SOLUTION RESPONSE-TIME DEFICIENCIES

A Solution Response-Time Deficiency as specified in Schedule C.4 (Solution Response-Time Requirements) to this SLA, that fits the definition of a Major Deficiency as a Severity Level 1 or Severity Level 2 [see Paragraph 5.2.1 (Problem Correction Deficiencies) above] shall be deemed to cause Unscheduled Downtime and shall entitle County to assess Service Credits as provided in Paragraph 6.2 (Service Credits) above. In addition, the System shall be deemed to be experiencing Unscheduled Downtime after thirty days of any Response-Time Deficiency unresolved by Contractor, including Severity Level 3, entitling County to assess Service Credits.

6.4 SOLUTION SCHEDULED DOWNTIME

Notwithstanding the remedies included herein regarding Unscheduled Downtime, Contractor shall not exceed 6 hours per day of Scheduled Downtime, nor 40 hours per month of Scheduled Downtime for the entire Solution excluding Livescan preventive maintenance tasks. Livescan scheduled preventive maintenance shall not exceed 90 minutes per device. To the extent possible, Scheduled Downtime shall occur during non-peak hours. Contractor's Preventive Maintenance Program is defined in the Project Control Document [see Paragraph 2.1.12 of Exhibit A (Statement of Work)]. Should Contractor exceed 6 hours per day or 40 hours per month of Scheduled Downtime, the remedies and service credits outlined in Paragraph 5.4 (System Performance Requirements) for Unscheduled Downtime shall apply.

Scheduled Downtime agreed to by the parties for the purpose of implementing a Technology Refresh [see Paragraph 2.1.13 (Technology Refresh Implementation Strategy) of Exhibit A (Statement of

Work)], shall be exempted from the monthly Scheduled Downtime limitations set forth above, provided Contractor is fully compliant with the processes described in the Technology Refresh Implementation Strategy [see Paragraph 2.1.13 (Technology Refresh Implementation Strategy) of Exhibit A (Statement of Work)].



INFORMATION SECURITY REQUIREMENTS

FOR

SCHEDULE C.1 INFORMATION SECURITY REQUIREMENTS

This Schedule C.1 sets forth information security procedures to be established by Contractor before the effective date of the Agreement and maintained throughout the term of the Agreement. These procedures are in addition to the requirements of the Agreement. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personal Information, Protected Health Information 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 Schedule C.1 will constitute a material, non-curable breach of the Agreement by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement. Unless specifically defined in this Schedule C.1, capitalized terms shall have the meanings set forth in the Agreement.

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 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. PERSONNEL AND CONTRACTOR PROTECTIONS

Contractor shall screen and conduct background checks on all Contractor personnel contacting County's Confidential Information, including Personally Identifiable Information and Protected Health Information, for potential security risks and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.

3. REMOVABLE MEDIA

Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict security controls, including encryption of Removable Media (as defined below), to prevent transfer of Personally Identifiable Information and Protected Health Information to any form of Removable Media. For purposes of this Schedule C.1, "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.

4. STORAGE, TRANSMISSION AND DESTRUCTION OF PROTECTED HEALTH INFORMATION

All Protected Health Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act. Without limiting the generality of the foregoing, Contractor will encrypt all

workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) that store County's Confidential Information (including Protected Health Information) in accordance with Federal Information Processing Standard (FIPS) 140-2. Contractor will encrypt County's Confidential Information transmitted on networks outside of Contractor's control with Secure Socket Layer (SSL or TLS), at a minimum, cipher strength of 128 bit. If County's Confidential Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Protected Health Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the Protected Health Information cannot be retrieved. Contractor will not store County's Confidential Information (including Protected Health Information) in the cloud or in any other online storage provider.

All mobile devices storing County's Confidential Information (including Protected Health Information) will be managed by a Mobile Device Management system. All workstations/PC's will maintain the latest security patches, and have the latest virus definitions. Virus scans should be run daily and logged.

5. DATA CONTROL; MEDIA DISPOSAL AND SERVICING

Subject to and without limiting the requirements under Paragraph 4 (Storage, Transmission and Destruction of Protected Health Information), Personally Identifiable Information, Protected Health Information, and County's Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly approved by County 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 appropriate encryption technology as designated or Approved by County in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated by Contractor and approved by County in writing. 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 and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

6. HARDWARE RETURN

Upon termination or expiration of the Agreement or at any time upon County's request, Contractor shall return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County's Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County's Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County's Confidential Information or Personally Identifiable Information is owned by Contractor or a third party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen days of termination or expiration of the Agreement or at any time upon County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Paragraph shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

7. PHYSICAL AND ENVIRONMENTAL SECURITY

Contractor facilities that process Personally Identifiable Information, Protected Health Information, or County's Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

8. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

9. ACCESS CONTROL

Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
- c. Applications will include access control to limit user access to information and application system functions; and
- d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.

10. SECURITY INCIDENT

A "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification or interference with system operations in an information system.

- a. Contractor will promptly notify (but in no event more than twenty-four hours after the detection of a Security Incident) the designated County security contact by 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.
- c. Contractor will provide a report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative as part of Contractor's annual audit or as reasonably requested by County. County or its third party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information, Protected Health Information, and County's Confidential Information.

d. County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedule will be sent to the County security contact.

11. CONTRACTOR SELF AUDIT

As part of Contractor's annual audit or upon County's request, Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third party; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. Contractor-wide. A full recertification is conducted every three years with surveillance audits annually.
 - (i) **External Audit** Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - (ii) Internal Audit Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("CQS") in support of applicable regulations, standards, and requirements.
 - (iii) **Supplier Audit** Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - (iv) **Detailed findings** are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Buck Consultants LLC.
- b. SSAE-16 (formerly known as SAS -70 II) As to the Hosting Services only:
 - (i) Audit spans a full twelve months of operation and is produced annually.
 - (ii) The resulting detailed report is available to County.
 - (iii) Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

12. SECURITY AUDITS

In addition to the audits described in Paragraph 11 (Contractor Self Audit), during the Term of the Agreement, County or its third party designee may annually, or more frequently as agreed in writing by the parties, request a security audit of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the parties, but in no event on a date more than ninety days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third party costs associated with the audit. It is

understood that summary data of the results must be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc.. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

13. CONFIDENTIALITY

- a. **Confidential Information.** Contractor agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to County's customers, patients, business partners, or personnel; (b) Personally Identifiable Information (as defined below); and (c) any Protected Health Information under The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and The Health Information Technology for Economic and Public Health Act (HITECH), will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive legends.
- b. **County Data**. All of County's Confidential Information, data, records and information of County to which Contractor has access, or otherwise provided to Contractor under the Agreement ("County Data"), shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The County Data shall not be used by Contractor for any purpose other than as required under the Agreement, 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.
- c. **Non-Exclusive Equitable Remedy**. Subject to the limitations and other applicable provisions set forth in the Agreement, Contractor acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to County, and therefore, that upon any such breach or any threat thereof, County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Paragraph 13 (Confidentiality) shall constitute a material breach of the Agreement and be grounds for immediate termination of the Agreement in the exclusive discretion of the County.
- d. **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, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit 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," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.), Protected Health Information, and "Personally Identifiable Information" as that term is defined in 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 the Agreement and performance of the services, Contractor may be provided or obtain, from County or otherwise, Personally Identifiable Information pertaining to County's current and prospective personnel, directors and officers, agents, investors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in the Agreement 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 the Agreement, and in particular the Confidentiality provisions of the Agreement, during the term of the Agreement 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 the Agreement or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) the Agreement, (b) County's then current privacy policy, and (c) all applicable local, state, and federal 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 the Agreement. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under the Agreement, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.
- **Return of Confidential Information**. On County's written request or upon expiration or e. termination of the Agreement for any reason, Contractor will promptly: (a) return or destroy, at County'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 the Agreement; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Paragraph 13(a) (Confidential Information), and provide a notarized written statement to County certifying that all documents and materials referred to in Paragraphs 13(a) (Confidential Information) and 13(b) (County Data) have been delivered to County or destroyed, as requested by County. On termination or expiration of the Agreement, County shall return or destroy all Contractor's Confidential Information (excluding items licensed to County hereunder or that are required for use of the Deliverables and/or the Software), at Contractor's option.

COMPLIANCE WITH ENCRYPTION REQUIREMENTS

FOR

SCHEDULE C.2 COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Contractor shall provide information about its encryption practices with respect to Personal Information, Protected Health Information, Medical Information and any other information described in Paragraph 18.3 (Protection Of Electronic County Information - Data Encryption) of the Agreement by completing this Schedule C.2. By signing this Schedule C.2, Contractor certifies that it shall be in compliance with the Los Angeles County Board of Supervisors Policy 5.200 (Contractor Protection of Electronic County Information) upon the Effective Date and during the Term of the Agreement.

		X	AVA	ILABLE	
CO	OMPLIANCE QUESTIONS	YES	NO	YES	NO
1)	Will County data stored on your workstation(s) be encrypted?	$\triangleright \boxtimes$		\boxtimes	
2)	Will County data stored on your laptop(s) be encrypted?			\boxtimes	
3)	Will County data stored on removable media be encrypted?	\boxtimes		\boxtimes	
4)	Will County data be encrypted when transmitted?	\boxtimes		\boxtimes	
5)	Will Contractor maintain a copy of any validation/attestation reports generated by its encryption tools?	\boxtimes			
6)	Will County data be stored on remote servers*?	\boxtimes		\boxtimes	
*cl	oud storage, Software-as-a-Service or SaaS				
•	Todd Pastorini				
Off	icial's Name	•			
,	Vice President / General Manager				
Off	icial's Title		•		
Off	içial's Signature		-		

DOCUMENTATION

APPLICATION SECURITY REQUIREMENTS

FOR

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1.0	SECURE CODING	•••••
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Introduction

Security Requirements Goals and Objectives:

The Application Security Requirements outlines the overall security requirements that need to be addressed for every software application deployed and/or used by the County of Los Angeles. These requirements would apply to all County and externally hosted applications: County developed and third party developed applications.

These requirements include the overall security capabilities needed to support the business processes for County departments and agencies. At a minimum, these requirements will be used to track, test and monitor the overall System's security capabilities that shall consistently be met throughout the Term of the Agreement.

Requests for exceptions to any specific requirements within this requirement must be reviewed by IT Security and approved by the Departmental management. The request should specifically state the scope of the exception along with justification for granting the exception, the potential impact or risk attendant upon granting the exception, and risk mitigation measures to be undertaken by the project. Departmental management will review such requests, confer with the requesting project team and approve as appropriate.

Application Name and Brief Description:	
Application Owner Name	Application Owner Signature
Departmental Information Security Officer (DISO) Name:	DISO Signature

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
1.0	Secure Coding		
1.1	Comply with the County Application Secure Coding Standard		
2.0	Software as a Service (SaaS), if applicable		
2.1	Comply with the County SaaS Security and Privacy Standard		
3.0	Authentication (Login/Sign-on)		
3.1	Authentication mechanism uses password that meets the County Password Security Standard		
3.2	Authentication must take place over a secured/encrypted transport protocol (e.g., HTTPS)		
3.3	Application login must be integrated with a central department and/or county authentication mechanism (e.g., AD)		
3.4	System encrypts passwords before transmission		
3.5	Ensure passwords are hashed and salted before storage		
3.6	For public facing applications, implement multi-factor authentication for applications with sensitive (e.g., password) and/or confidential information (e.g., PII, PHI)		
4.0	Authorization (Permissions)		
4.1	Users are associated with a well-defined set of roles and privileges		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comment/ Indicate Any Compensating Controls if Requirements Not Met
4.2	Users accessing resources hold valid credentials to do so, for example: • User interface (UI) only shows navigation to authorized functions • Server side authorization checks for every function • Server side checks do not solely rely on information provided by user		
4.3	Role and permission metadata is protected from replay or tampering by using one of the following: Tokens/tickets expires after a single use or after a brief period Standard authorization/authentication protocol (e.g., SAML, OAuth)		
5.0	Configuration Management (Database and Application Configu	ration Secur	ity)
5.1	Database Security: System restricts users from directly accessing the database		
5.2	Application Configuration stores (e.g., web.config, httpd.conf) are secured from unauthorized access and tampering (secure file access permissions)		
5.3	Application/database connection credentials need to be encrypted in transit and in storage		
5.4	Application/database connection and service accounts must comply with least privilege principle (must not be database admin account)		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comment/ Indicate Any Compensating Controls if Requirements Not Met
6.0	Data Security		
6.1	Sensitive (e.g., password) and/or confidential data (e.g., PII, PHI) at rest and in transit must be in an encrypted format (i.e., Board of Supervisors Policy No.5.200)		
6.2	Provide database/file encryption for protection of sensitive data fields while the data is at rest (e.g., stored data)		
7.0	Audit logging and reporting		
7.1	Application provides audit reports such as configuration, user accounts, roles and privileges		
7.2	Auditing and logging an event in the system must include, at a minimum: Successful and unsuccessful logons to application Security Configuration changes (add, delete users, change roles/group permissions, etc.) Sensitive business transaction/functions (e.g., override approvals) All logged information is handled securely and protected as per its data classification		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirements Not Met
7.3	 The event parameters logged must include: User or system account ID Date/time stamp IP address Error/event code and type 		
	 Type of transaction User device or peripheral device involved in transactions Outcome (success or failure) of the event 		
7.4	Audit logs must be compliant with the applicable retention schedule and regulatory requirements		
8.0	Reference		
8.1	County Web Application Secure Coding Standards		
8.2	County Password Security Standard		
8.3	Database Security Standard		
8.4	County Windows Server Baseline Security Standard		

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SOLUTION RESPONSE-TIME REQUIREMENTS

FOR

SOLUTION RESPONSE-TIME REQUIREMENTS

	Automated Booking Solution Module (ABSM)			
Item No.	Item No. TRANSACTION DESCRIPTION RESPONSE-TIMES UNDER PEAK LOAD			
1	Web application load time	Five seconds maximum		
2	Login	Five seconds maximum		
3	Search and display record	Ten seconds maximum		
4	Import/populate record to Livescan from ABS	Thirty seconds maximum		

	Livescan LogIn	Times
Item No.	TRANSACTION DESCRIPTION	RESPONSE-TIMES UNDER PEAK LOAD
5	Login (password)	Six seconds maximum
6	Login (biometric)	Five seconds maximum

	Livescan Application			
Item No.	TRANSACTION DESCRIPTION	RESPONSE-TIMES UNDER PEAK LOAD		
7	Load time from application launch to login ability	Sixty seconds maximum		
8	Open a record to edit	Ten seconds maximum		
9	Compile NIST package, submit Transaction Record and NIST to respective systems	Thirty seconds maximum		

Fingerprint Image Capture Times			
Item No.	TRANSACTION DESCRIPTION	RESPONSE-TIMES UNDER PEAK LOAD	
10	Flat single (Requirement #22.1)	Two seconds maximum	
11	Rolled Images (Requirement #22.1)	Three seconds maximum	
12	Upper or Lower Palm (if not whole hand) (Requirement #22.1)	Three seconds maximum	

SOLUTION RESPONSE-TIME REQUIREMENTS

13	Whole hand (Requirement #22.2)	Six seconds maximum
14	Time between images	One second maximum

Mug Shot Camera				
Item No.	TRANSACTION DESCRIPTION	RESPONSE-TIMES UNDER PEAK LOAD		
15	Connection time from Livescan to camera ready for capture	Ten seconds maximum		
16	From activating capture mugshot command button, to screen display for review	Ten seconds maximum		

	Iris Camera			
Item No.	TRANSACTION DESCRIPTION	RESPONSE-TIMES UNDER PEAK LOAD		
17	Connection time from Livescan to iris camera ready for capture	Ten seconds maximum		
18	From activating iris capture command button, to screen display for review	Ten seconds maximum		

Printer (Contractor Provided Only, Not Agency Printers)				
Item No.	TRANSACTION DESCRIPTION			RESPONSE-TIMES UNDER PEAK LOAD
19	First page out			Maximum thirty seconds from standby mode

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

FOR

EXHIBIT D CONTRACTOR'S EEO CERTIFICATION

DataWorks Plus, LLC		
Company Name 728 N. Pleasantburg Drive, Greenville, SC 29607		
Address		
57-1104887		
Internal Revenue Service Employer Identification Number	 -	
GENERAI	Ĺ	
In accordance with provisions of the County Code of the Cou that all persons employed by such firm, its affiliates, subsidia equally by the firm without regard to or because of race, rel compliance with all anti-discrimination laws of the United Stat	ries and holding companies a ligion, ancestry, national orig	re and will be treated in, age or sex and it
CERTIFICAT	TION	
	YES	<u>NO</u>
Contractor has a written policy statement prohibiting discrimination in all phases of employment.	(X)	()
Contractor periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
 Contractor has a system for determining if its employment practices are discriminatory against protected groups. 	(X)	()
4. When problem areas are identified in employment practice. Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	s, (X)	()
- Fra lole	10/14/2019	
Signature	Date	

Lisa Cole / EEO - HR Manager

Name and Title of Signer (please print)

EXHIBIT E

COUNTY ADMINISTRATION

FOR

EXHIBIT E COUNTY ADMINISTRATION

COUNTY PROJECT DIRECTOR:

NAME: Derek S. Sabatini
TITLE: Lieutenant
Address: 12440 E. Imperial Highway, Suite 400W
Norwalk, Ca 90650
TELEPHONE: (562)345-4319
FACSIMILE: (323) 415-7555
E-MAIL ADDRESS: dssabati@lasd.org
COUNTY PROJECT MANAGER:
NAME: Stephan S. Bevan
TITLE: Sergeant
Address: 12440 E. Imperial Highway, Suite 400W
Norwalk, Ca 90650
TELEPHONE: (562) 345-4452
FACSIMILE:
E-MAIL ADDRESS: ssbevan@lasd.org
COUNTY PROJECT EXECUTIVE:
Name:
TITLE:
Address:
TELEPHONE:
FACSIMILE:
E-MAIL ADDRESS:

EXHIBIT F

CONTRACTOR ADMINISTRATION

FOR

EXHIBIT F CONTRACTOR ADMINISTRATION

CONTRACTOR PROJECT DIRECTOR:

Name:	Thomas
TITLE:	Director of Engineering
Address:	728 N. Pleasantburg Dr., Greenville, SC 29607
TELEPHONE	: 864-672-2780 x6753
FACSIMILE;	864-672-2787
	DRESS:_trawl@dataworkspus.com
	OR PROJECT MANAGER:
Name:	Norm Luckett
TITLE:	Product Account Manager
Address:	728 N. Pleasantburg Dr., Greenville, SC 29607
TELEPHONE	: 864-672-2780 x6724
	864-672-2787
	DRESS: trawl@dataworkspus.com
	OR PROJECT EXECUTIVE:
NAME:T	odd Pastorini
TITLE: <u>V</u>	ice President / General Manager
Address:	728 N. Pleasantburg Dr., Greenville, SC 29607
TELEPHONE	925-240-9010
FACSIMILE:	925-240-9011
	DRESS: tpastorini@dataworkspus.com

EXHIBIT G

ACKNOWLEDGMENT, CONFIDENTIALITY AND ASSIGNMENT AGREEMENT

FOR

EXHIBIT G

ACKNOWLEDGMENT, CONFIDENTIALITY AND

ASSIGNMENT AGREEMENT

PROJECT NAME Criminal Booking System (CBS) Solution	
CONTRACTOR/EMPLOYER NAME DataWorks Plus, LLC	
LOS ANGELES COUNTY CONTRACT NAME/NUMBER	
Criminal Booking System Solution: RFP No. 555-SH	

GENERAL INFORMATION

1. The organization identified above (Contractor) is under agreement (Agreement) to provide certain services (Services) to the County of Los Angeles (County). County requires each employee of this Contractor performing services under the Agreement to understand his/her obligations with respect to the personal and proprietary data with which he/she will be in contact, and to acknowledge such obligations by executing this Employee Acknowledgment, Confidentiality and Assignment Agreement.

EMPLOYEE STATUS ACKNOWLEDGMENT

- 2. I understand and agree that the above-referenced Contractor is my sole employer for purposes of the above-referenced Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work pursuant to the above-referenced Agreement.
- 3. I understand and agree that I am not an employee of County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from County by virtue of my performance of work under the above-referenced Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County of Los Angeles.
- 4. I understand and agree that I may be required to undergo a criminal background and security investigation(s). I understand and agree that my continued performance of Services under the above-referenced Agreement is contingent upon my passing, to the satisfaction of County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of County, any such investigation shall result in my immediate release from performance under the Agreement and/or any future contracts.

CONFIDENTIALITY AGREEMENT

5. My work may be concerned with Services provided by County, and, therefore I may have access to confidential data and information pertaining to private individuals and/or entities receiving such Services and to proprietary information belonging to other organizations doing business with County (hereinafter, in addition to the definition in Paragraph 18 (Confidentiality and Security) of the Agreement, "Confidential Information"). County has a legal obligation to keep confidential all such data and information in its possession, especially data and information concerning health, criminal and welfare recipient records. I understand that, by virtue of my involvement in County work, I too must protect the confidentiality of such data and information. I understand that I must sign this agreement to be eligible to perform work for my

- employer under the County Agreement. I have read this agreement and have taken due time to consider it prior to signing.
- I agree not to disclose to, nor reproduce for the benefit of, any unauthorized person any Confidential Information obtained while performing work under the above-referenced Agreement between my employer and County. I agree to forward all requests for disclosure or copying of any such data or information in my possession or care to my immediate supervisor. The parties hereby acknowledge and agree that no obligation of confidentiality applies to residual knowledge learned (such as ideas, concepts know-how or techniques) and experience gained by me as a result of performing the Services. In addition, nothing herein shall prevent me or Contractor from providing to others similar services to the Services, subject to any obligations of confidentiality.
- 7. I agree to protect from loss and to keep confidential all health, criminal and welfare recipient records and all data, information and materials pertaining to persons and/or entities receiving services from County, design concepts, algorithms, programs, formats, documentation, Contractor's proprietary information, and all other original materials produced, created or provided to or by me under the above-referenced Agreement. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.
- 8. I agree to report to my immediate supervisor any and all unauthorized disclosures or copying of confidential or proprietary data or information including County's Confidential Information, whether accidental or intentional, and whether by myself and/or by any other person, of which I become aware. I agree to return all such confidential data, information and materials to my immediate supervisor upon completion of the above-referenced Agreement, or termination of my employment with my employer, whichever occurs first.

ASSIGNMENT OF PROPRIETARY RIGHTS

As used in this agreement, "Works" means (i) any inventions, trade secrets, ideas, original works of authorship, Confidential Information (as also defined below) that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the Agreement, (ii) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (iii) any part or aspect of any of the foregoing. In addition to the definition in Paragraph 41 (Confidentiality) of the Agreement, "Confidential Information" means all information and material disclosed to or known by me as a consequence of my employment with Contractor and any information disclosed to or developed by me or embodied in or relating to the Works.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to Contractor as a work made for hire, I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including but not limited to all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including without limitation the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for and on its behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor's business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

California Labor Code Section 2870. Employment Agreements; Assignment of Rights

- (a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:
 - (1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or
 - (2) Result from any work performed by the employee for the employer.
- (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonyms used in connection with any Works, goods or services I provide under this agreement or the above referenced Agreement.

I acknowledge that violation of this agreement may cause irreparable harm to County, which may not be compensated by monetary damages, and may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal and equitable redress, including, without limitation, injunctive relief.

SIGNED:	DATE:/
PRINTED:	POSITION:



EXHIBIT H

JURY SERVICE ORDINANCE

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

2.203.070. Exceptions.

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

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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

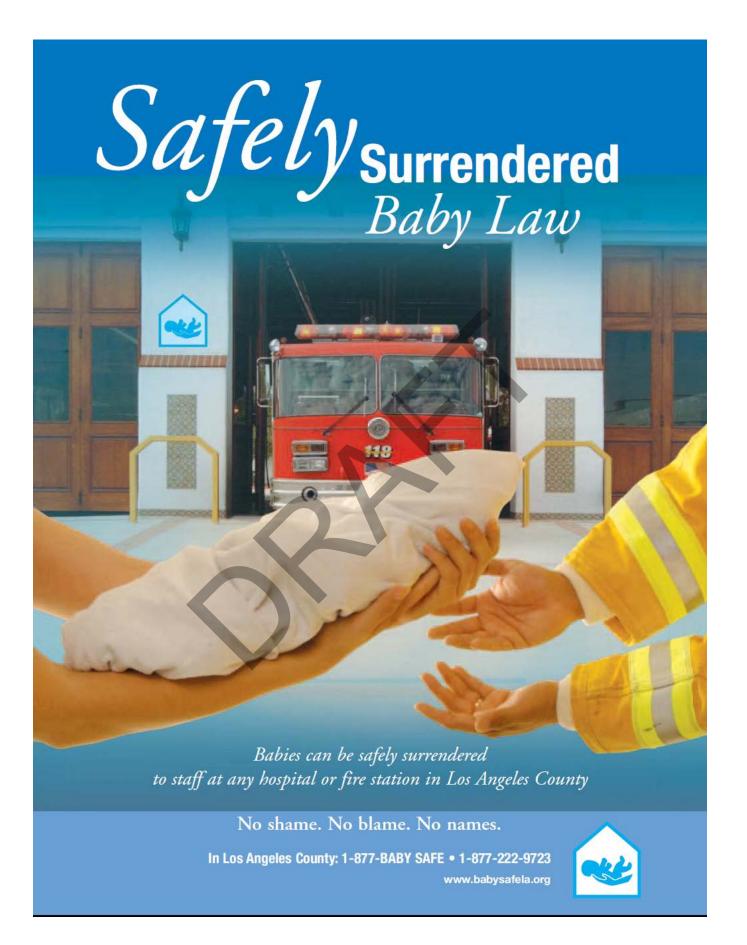


EXHIBIT I

SAFELY SURRENDERED BABY LAW

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

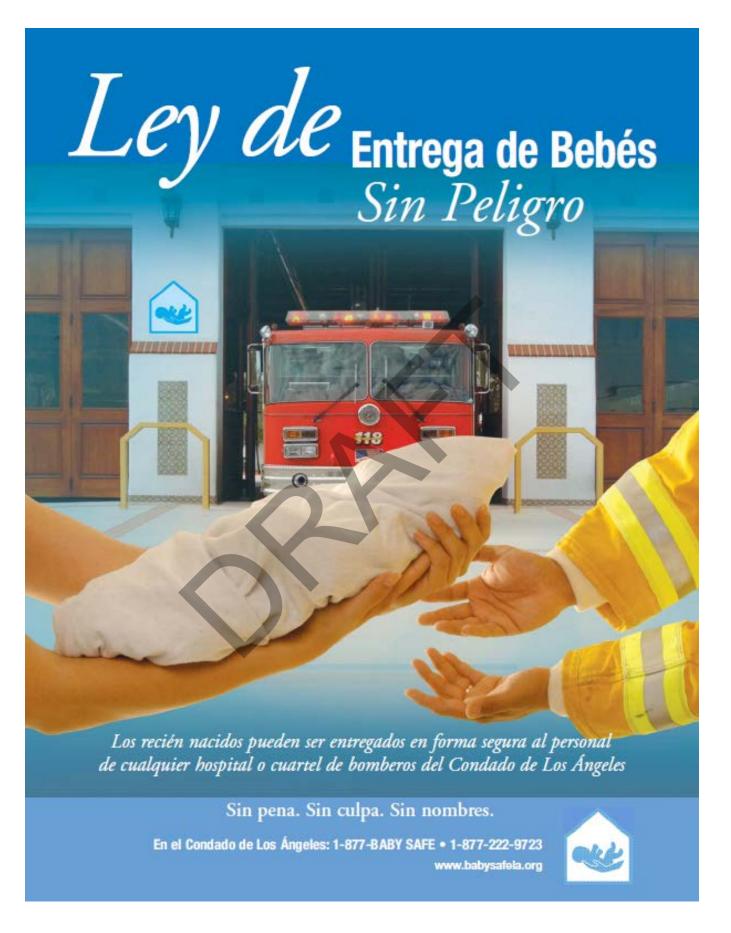
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés Sin Peligro

¿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 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 J

REQUEST for PROPOSALS (RFP) 555-SH

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

To Be Incorporated by Reference

EXHIBIT K

CONTRACTOR'S PROPOSAL

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

To Be Incorporated by Reference

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	11/21/2019	
CAR DATE	11/20/2019	
BOARD MEETING	12/10/2019	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Sheriff	
SUBJECT	Board Execution of Agreement with DataWorks Plus, LLC	
PROGRAM	Criminal Booking System (CBS)	
SOLE SOURCE CONTRACT	☐ Yes ☐ No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Maximum Contract Sum: \$17,512,392.89 Funding source: Remote Access Network (RAN) AFIS fund	
	TERMS: • Initial term of six years following CBS final acceptance, with an option to extend for an additional four one-year periods.	
	Explanation:	
PURPOSE OF REQUEST	To ensure successful transition of new Livescan equipment upgrade and maintenance	
BACKGROUND (include internal/external issues that may exist)	The proposed Agreement is a successor Agreement to agreement number 77869 with Idemia Identity & Security USA LLC (Idemia). DataWorks' proposed timeline for implementation is estimated to be 24 months. To ensure there is no break in service delivery to the County during implementation, the Department will approach your Board in early 2020 to request an extension to the current agreement with Idemia for continuing maintenance and support of the current livescan system.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Lt. Derek Sabatini, Project Manager, (562) 345-4319, DSSabati@lasd.org Angelo Faiella, Contracts Manager, (213) 229-3259, AFaiell@lasd.org	