



SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, June 24, 2020
TIME: 11:00 a.m. (New Start Time)

**DUE TO CLOSURE OF ALL COUNTY BUILDING, TO PARTICIPATE IN THE MEETING CALL
TELECONFERENCE NUMBER: (323) 776-6996 ID: 708165905#**

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.

- 1. CALL TO ORDER**
- 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]:
 - A.** Board Letter:
APPROVE EXTENSION AND UPDATES TO THE MODEL MASTER AGREEMENT FOR PSYCHOLOGICAL SERVICES
Speakers: John McBride and Irma Santana (Sheriff)
 - B.** Board Letter:
ACCEPT A GRANT AWARD FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR FISCAL YEAR 2019 CALIFORNIA COVERDELL PROGRAM
Speakers: Karen Anderson and Elida Rodriguez (Sheriff)
 - C.** Board Letter:
APPROVAL OF CONTRACT WITH PSI SERVICES, LLC FOR FIRE FIGHTER EXAMINATION AND VALIDATION STUDY SERVICES
Speakers: Christopher Anderson (Fire)
 - D.** Board Letter:
REQUEST AUTHORIZATION TO ACCEPT GRANT FUNDS FROM CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES 2018 AND 2019 PAUL COVERDELL FORENSIC SCIENCE IMPROVEMENT GRANT PROGRAM FRO FISCAL YEAR 2020-21 AND APPROVE APPROPRIATION ADJUSTMENT
Speakers: Jonathan Lucas, M.D. and Wendy Myring (Medical Examiner-Coroner)
 - E.** Board Letter:
FIRE COMMAND AND CONTROL FACILITY HVAC REFURBISHMENT, CAPITAL PROJECT NO 89054
Speakers: Ron Bleier (Fire) and Alicia Ramos (Public Works)

Wednesday, June 24, 2020

3. PRESENTATION/DISCUSSION ITEM(S):

A. NONE

4. PUBLIC COMMENT
(2 minutes each speaker)

5. ADJOURNMENT

6. UPCOMING ITEMS:

A. NONE

July 7, 2020

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 EXTENSION AND UPDATES TO THE MODEL
MASTER AGREEMENT FOR PSYCHOLOGICAL SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval to extend the Model Master Agreement (Model Agreement) for Psychological Services (Services) for the Department's Pre-Employment Unit from August 6, 2020, through August 5, 2021. The Department also seeks approval for the Sheriff or his designee to execute amendments to extend the term of the current Master Agreements (Agreements) for the same time period. The estimated cost for the one-year extension is approximately \$476,000.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the extension of the Model Agreement for Services for the term of August 6, 2020, through August 5, 2021.
2. Delegate authority to the Sheriff, or his designee, to execute Agreements for Services substantially similar to the attached extended and updated Model Agreement with qualified contractors to meet the needs of the Department, providing sufficient funding is available.
3. Delegate authority to the Sheriff, or his designee, to extend the current Agreements with Susan Saxe-Clifford, Ph.D., ABPP, Psychological Consulting Associates, Inc.,

and Shaffer Psychological Institute for a one-year period from August 6, 2020, through August 5, 2021.

4. Delegate authority to the Sheriff, or his designee, to execute Change Orders and Amendments to the Agreements as set forth throughout the Agreement, including Change Orders and Amendments to: (1) add new or revised standard County contract provisions adopted by the Board as required periodically, including all applicable documents; and (2) effectuate an assignment of rights or delegation of duties pursuant to the assignment and delegation/mergers or acquisitions provision.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will ensure uninterrupted Services for the Department's Pre-Employment Unit with current contractors and other potential qualified contractors. The Department maintains a pool of qualified Contractors that provide as needed psychological evaluations and clinical interviews of law enforcement applicants for the Department's positions of deputy sheriff trainee, reserve deputy sheriff, custody assistant, and security officer.

Approval will also allow the Department to complete its Request for Statement of Qualifications (RFSQ) solicitation for successor Agreements for Services that will include language to ensure Services can be adjusted to allow for mandated social distancing guidelines. The current RFSQ No. 502-SH will continue to remain open during the extension period.

Implementation of Strategic Plan Goals

The recommended Services support the County's Strategic Plan, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability. Specifically, by ensuring that the Department obtains candidates who best meet the Department's integrity standards, and who are best qualified to continue the Department's tradition of public service.

FISCAL IMPACT/FINANCING

The Department has identified funding in the Fiscal Year 2020-21 operating budget. The estimated cost for the one-year extension is approximately \$476,000. There is no maximum sum, as Services are provided on an as-needed basis.

The cost for Services is based on billing rates that will remain fixed for the term of the Agreements. There is no increase to the billing rates under the proposed extension. The total amount paid under the Agreements will depend on the quantity of Services

required by the Department. The Department will allocate necessary funds through the term of the Agreements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current Model Master Agreement for Services was approved by the Board on July 15, 2014, and will expire on August 5, 2020. In accordance with the Board's delegation of authority, the Sheriff executed Agreements with Susan Saxe-Clifford, Ph.D., ABPP, Psychological Consulting Associates, Inc., and Shaffer Psychological Institute.

The billing rates will remain unchanged and are as follows: \$400 per applicant for psychological evaluation, clinical interview, and reporting; \$350 per hour for legal testimony (four hours maximum for preparation time unless approved by County Project Manager); \$200 per applicant for non-appearance of applicant at the clinical interview; and \$25 per applicant for evaluation tests.

The attached Model Agreement includes updated and additional County provisions.

The current contractors are in compliance with all Board and Chief Executive Office requirements.

County Counsel has reviewed the attached Model Agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will ensure uninterrupted Services of psychological evaluations and clinical interviews of law enforcement applicants for the Department's positions of deputy sheriff trainee, reserve deputy sheriff, custody assistant and security officer.

The Honorable Board of Supervisors
July 7, 2020
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CONCLUSION

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

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

DRAFT

AV:MAC:mac
(Fiscal Administration-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, Lead 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
John P. Burcher, A/Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Andrew H. Rosso, Commander, Personnel Command
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB), ASD
John M. McBride, Captain, Personnel Administration Bureau (PAB)
Michael A. Del Real, Lieutenant, PAB
Dave E. Culver, Assistant Director, FAB, Contracts Unit
Vanessa C. Chow, Sergeant, ASD
Irma Santana, Contracts Manager, FAB, Contracts Unit
Erica M. Saavedra, Deputy, ASD
Adam R. Wright, Deputy, ASD
Cynthia Lopez, Senior Contract Analyst, Contracts Unit
Alesia Fuller, Administrative Services Manager I, FAB, Contract Compliance Unit
(Contracts – Psychological Services 07-07-20)

MODEL MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[_____]

FOR

PSYCHOLOGICAL SERVICES

FOR

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
(REVISED 08/05/2020)

NOTICE TO RFSQ VENDORS

THIS BASE DOCUMENT INCLUDES THE REQUIREMENTS KNOWN TO COUNTY AS OF THE DATE OF ISSUANCE OF THIS RFSQ.

THIS DOCUMENT DOES NOT STAND ALONE AND MUST BE READ AND REVIEWED IN CONNECTION WITH ALL OTHER PARTS OF THIS RFSQ, INCLUDING ANY APPENDICES, EXHIBITS, AND ATTACHMENTS ATTACHED HERETO OR THERETO.

DRAFT

**MASTER AGREEMENT
FOR
PSYCHOLOGICAL SERVICES**

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EXHIBITS

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EXHIBIT E1 – CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY
AGREEMENT

EXHIBIT E2 – CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT

EXHIBIT E3 – CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND
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EXHIBIT F – JURY SERVICE ORDINANCE

- EXHIBIT G – SAFELY SURRENDERED BABY LAW
- EXHIBIT H – DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- EXHIBIT I – BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)
- EXHIBIT J – PSYCHOLOGICAL SUITABILITY DECLARATION
- EXHIBIT K – PSYCHOLOGICAL SUITABILITY JUSTIFICATION DECLARATION
- EXHIBIT L – CONTRACT DISCREPANCY REPORT
- EXHIBIT M – INVOICE DISCREPANCY REPORT (IDR)
- EXHIBIT N – INTENTIONALLY OMITTED
- EXHIBIT O – COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

DRAFT

MASTER AGREEMENT FOR PSYCHOLOGICAL SERVICES

This Master Agreement is entered into as of the _____ day of _____, 20__, by and between the County of Los Angeles (County) and [_____, and [_____] a [_____] organized under the laws of [_____] of the [_____] located at [_____] (Contractor), to provide Psychological Services for the Los Angeles County Sheriff's Department (Department).

WHEREAS, County, through the Department, desires to contract with Contractor for as-needed psychological services for the Department as further described herein; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide such Psychological Services required herein; and

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

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

1.0 MASTER AGREEMENT AND INTERPRETATION

- 1.1 Master Agreement. This base document along with Exhibits A through O, attached hereto, together with any attachments attached hereto or thereto, incorporated herein by this reference, and any fully executed Change Order or Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as this "Master Agreement." This Master Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Master Agreement.
- 1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:

- 1.2.1 Exhibit A – Additional Terms and Conditions
- 1.2.2 Exhibit B – Statement of Work
- 1.2.3 Exhibit C – Rate of Compensation
- 1.2.4 Exhibit D – Contractor's EEO Certification
- 1.2.5 Exhibit E1 – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit E2 – Contractor Employee Acknowledgement and Confidentiality Agreement
- Exhibit E3 – Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- 1.2.6 Exhibit F – Jury Service Ordinance
- 1.2.7 Exhibit G – Safely Surrendered Baby Law
- 1.2.8 Exhibit H – Defaulted Property Tax Reduction Program
- 1.2.9 Exhibit I – Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.2.10 Exhibit J – Psychological Suitability Declaration
- 1.2.11 Exhibit K – Psychological Suitability Justification Declaration
- 1.2.12 Exhibit L – Contract Discrepancy Report
- 1.2.13 Exhibit M – Invoice Discrepancy Report
- 1.2.14 Exhibit N – Intentionally Omitted
- 1.2.15 Exhibit O - Compliance with Fair Chance Employment Hiring Practices Certification

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

- 1.4 Construction. The words “herein”, “hereof”, and “hereunder” and words of similar import used in this Master Agreement refer to this Master Agreement, including all annexes, attachments, Exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Master Agreement with the words “including”, “for example”, “e.g.”, “such as”, “etc.”, or any derivation of such words, such examples are intended to be illustrative and not limiting. Caption, Section and Paragraph headings used in this Master Agreement are for convenience only and are not a part of this Master Agreement and shall not be used in construing this Master Agreement. References in this Master Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Master Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

2.0 DEFINITIONS

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

- 2.1 “Amendment” has the meaning set forth in Section 6.0 (Change Orders and Amendments) of this Master Agreement.
- 2.2 “Applicant” means individuals who apply for the Department’s law enforcement positions of Deputy Sheriff Trainee, Reserve Deputy Sheriff, Custody Assistant, or Security Officers.
- 2.3 “Board” means the Los Angeles County Board of Supervisors.
- 2.4 “Business Day” means Monday through Friday, excluding all County observed holidays.
- 2.5 “Change Order” has the meaning set forth in Section 6.0 (Change Orders and Amendments) of this Master Agreement.
- 2.6 “Contractor” has the meaning set forth in the preamble of this Master Agreement.
- 2.7 “Contractor Project Manager” has the meaning set forth in Paragraph 4.1 (Contractor Project Manager) of this Master Agreement.
- 2.8 “County” has the meaning set forth in the preamble of this Master Agreement.

- 2.9 "County Counsel" means County's Office of the County Counsel.
- 2.10 "County Indemnitees" means the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers.
- 2.11 "County Project Director" has the meaning set forth in Paragraph 3.1 (County Project Director) of this Master Agreement.
- 2.12 "County Project Manager" has the meaning set forth in Paragraph 3.2 (County Project Manager) of this Master Agreement.
- 2.13 "Department" has the meaning set forth in the preamble of this Master Agreement.
- 2.14 "Dispute Resolution Procedure" has the meaning set forth in Section 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions) of this Master Agreement.
- 2.15 "Infringement Claims" has the meaning set forth in Section 14.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions) of this Master Agreement.
- 2.16 Intentionally Omitted
- 2.17 "Invoice Discrepancy Report" or "IDR" has the meaning set forth in Paragraph 10.8 (Invoice Discrepancy Report) of this Master Agreement.
- 2.18 "Master Agreement" has the meaning set forth in Section 1.0 (Master Agreement and Interpretation) of this Master Agreement.
- 2.19 "Maximum Contract Sum" has the meaning set forth in Section 8.0 (Prices and Fees) of this Master Agreement.
- 2.20 Intentionally Omitted
- 2.21 Intentionally Omitted
- 2.22 "Qualified Contractor" means a contractor who has submitted a Statement of Qualification (SOQ) in response to County's Request for Statement of Qualification (RFSQ) Number 502-SH, has met the minimum mandatory qualifications listed in the RFSQ, and has an executed Master Agreement with County.
- 2.23 "Sentence Completion Form" means a standard of practice evaluation tool to determine how an Applicant thinks and presents ideas or thoughts through the use of this tool.

- 2.24 “Session Rate” has the meaning set forth in Section 8.0 (Prices and Fees) of this Master Agreement.
- 2.25 “Sheriff” means the elected official who is the Sheriff of the County of Los Angeles.
- 2.26 “Statement of Work” or “SOW” means the Statement of Work, attached as Exhibit B (Statement of Work) to this Master Agreement, together with all attachments thereto, as the same may be amended by any fully executed Change Order or Amendment.
- 2.27 “Term” has the meaning set forth in Section 7.0 (Term) of this Master Agreement.
- 2.28 “Vendor” means a corporation or other entity that provides the services required under the RFSQ.
- 2.29 “Work” means any and all tasks, subtasks, deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Master Agreement, including Exhibit B (Statement of Work), and all other Exhibits, and any and all fully executed Change Orders and Amendments hereto.

3.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

3.1 County Project Director

- 3.1.1 “County Project Director” for this Master Agreement shall be the following person:

John McBride, Captain
Personnel Administration Bureau
Hall of Justice
211 West Temple Street, 4th Floor
Los Angeles, California 90012
Email: JMMcBrid@lasd.org

- 3.1.2 County will notify Contractor in writing of any change in the name or address of County Project Director.
- 3.1.3 Except as set forth in Section 6.0 (Change Orders and Amendments) of this Master Agreement, County Project Director 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 County in any respect whatsoever.
- 3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager

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

Michael Del Real, Lieutenant
Personnel Administration Bureau
Hall of Justice
211 West Temple Street, 4th Floor
Los Angeles, California 90012
Email: madelrea@lasd.org

- 3.2.2 Unless otherwise specifically noted, whenever this Master Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to Subparagraph 3.2.3 below.
- 3.2.3 County shall notify Contractor of any change in the name or address of County Project Manager.
- 3.2.4 County Project Manager shall be a resource for addressing the technical standards and requirements of this Master Agreement, shall interface regularly with Contractor and further shall have the duties from time to time given to such person by County.
- 3.2.5 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Master Agreement nor obligate County in any respect whatsoever.
- 3.2.6 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.
- 3.2.7 County Project Manager shall issue Contract Discrepancy Reports. A sample of the Contract Discrepancy Report is attached hereto as Exhibit L (Contract Discrepancy Report) of this Master Agreement.
- 3.2.8 County Project Manager shall approve all invoices and forward approved invoices to Sheriff's Accounts Payable Unit, pursuant to Section 10 (Invoices and Payments). The County Project Manager shall attach a copy of the completed Work Order to the

invoice prior to forwarding the invoice to Sheriff's Accounts Payable Unit. Invoices without an attached Work Order will not be processed for payment.

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

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

4.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

4.1 Contractor Project Manager

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

[_____]

4.1.2 Contractor Project Manager shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Master Agreement.

4.1.3 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement.

4.1.4 During the Term of this Master Agreement, Contractor Project Manager shall be available to meet and confer with County Project Director or County Project Manager, in person or by telephone, as necessary, to review project progress and discuss project coordination.

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

4.1.6 Contract Project Manager shall provide County Project Manager with emergency contact information in the event of an emergency.

4.2 Approval of Contractor's Staff

- 4.2.1 County Project Director has the right to approve or disapprove any proposed replacement for Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, Contractor Project Manager, Contractor shall provide County with a resume of such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Manager.
- 4.2.2 All staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. Contractor's staff having direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

5.0 WORK

- 5.1 Contractor shall fully and timely perform all Work required under this Master Agreement, including pursuant to any fully executed Change Order or Amendment, and any executed Work Order, in accordance with the terms and conditions of this Master Agreement.
- 5.2 It is the intent of the Department to issue Work as needed to Qualified Contractors on a rotational basis by geographical area. However, County Project Director or County Project Manager has the sole discretion to issue Work to any of the Qualified Contractors.
- 5.3 County will refer Applicants to Contractor for services as set forth in Exhibit B (Statement of Work) of this Master Agreement.
- 5.4 If Contractor provides any tasks, deliverables, goods, services, or Work, other than as specified in this Master Agreement, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.
- 5.5 Contractor acknowledges that, subject to this Section 5.0 (Work), all Work performed under this Master Agreement, including pursuant to any fully executed Change Order or Amendment, is payable in arrears on a monthly basis in accordance with the terms and conditions of this Master Agreement, including this Section 5.0 (Work), Section 8.0 (Prices and Fees), and Section 10.0 (Invoices and Payments) of this Master Agreement

- 5.6 All such Work must be provided solely as specified under this Master Agreement and must receive the written approval of County Project Director and/or County Project Manager in order to qualify for payment. In no event shall County be liable or responsible for payment for any Work prior to approval from County Project Director or his/her designee of such Work.
- 5.7 During the Term of this Master Agreement, Contractor shall at all times possess and maintain all licenses and certifications required to perform Contractor's services under this Master Agreement. In the event of suspension or revocation of such licenses and/or certifications, Contractor shall immediately notify the County Project Director and cease all services provided under this Master Agreement.
- 5.8 The execution of this Master Agreement does not guarantee a Contractor any minimum amount of business. County does not promise, warrant, or guarantee that County will utilize any particular level of Contractor's service, or any services at all, during the Term of this Master Agreement.
- 5.9 Contractor shall have no claim against County for payment of 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 the termination of this Master Agreement.
- 5.10 Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Agreement.

6.0 CHANGE ORDERS AND AMENDMENTS

No representative of either County or 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 Section 6.0 (Change Orders and Amendments). 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 revision shall be accomplished in the following manner:

- 6.1 For any change which does not materially affect the scope of Work, period of performance, or any other term or condition included under this Master

Agreement, a Change Order shall be executed by County Project Director and Contractor Project Manager.

- 6.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Master Agreement during the term of this Master Agreement. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to this Master Agreement shall be executed by Sheriff and Contractor.
- 6.3 For any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition included under this Master Agreement, then an Amendment to this Master Agreement shall be executed by the Board and Contractor.
- 6.4 Notwithstanding Paragraph 6.3 above, for any modifications pursuant to Section 40.0 (Assignment and Delegation/Merger or Acquisitions) of Exhibit A (Additional Terms and Conditions) of this Master Agreement, an Amendment to this Master Agreement shall be executed by Sheriff and Contractor.

7.0 TERM

- 7.1 The Term of this Master Agreement shall commence on August 6, 2020, or upon execution by the Sheriff, whichever is later, and shall terminate on August 5, 2021, unless terminated earlier in whole or in part, as provided in this Master Agreement.
- 7.2 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 County Project Director at the address herein provided in Subparagraph 3.1.1 of this Master Agreement.
- 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 an Option Term extension of the Master Agreement.

8.0 PRICES AND FEES

8.1 General

- 8.1.1 The prices and fees for this Master Agreement payable by County to Contractor for performing all tasks, deliverables, goods, services and any other Work required under this Master Agreement shall be as set forth on Exhibit C (Rate of Compensation) of this Master

Agreement. Such prices and fees shall be firm and fixed for the Term of this Master Agreement.

8.1.2 Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Master Agreement.

8.2 Maximum Contract Sum

The "Maximum Contract Sum" under this Master Agreement shall be the total monetary amount that would be payable by County to Contractor for providing required Work under this Master Agreement for the Term of the Agreement, including all Option Terms. In no event shall the annual total of all amounts expended by County, expressly or by implication, exceed the sum allocated for this Master Agreement in that fiscal year's budget.

8.3 Rate of Compensation

Contractor shall be paid for Work performed at the rates of compensation set forth on Exhibit C (Rate of Compensation) of this Master Agreement. The rates shall be firm and fixed for the Term of this Master Agreement.

8.4 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.

9.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Master Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Master Agreement in 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 and such termination shall be deemed a termination for convenience pursuant to Section 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions) of this Master Agreement. County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10.0 INVOICES AND PAYMENTS

10.1 Payments

Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to satisfactorily performed Work and a validly executed invoice.

10.2 Approval of Invoices

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

10.3 Invoice Detail

Each Invoice submitted by Contractor for each Applicant shall include, but not be limited to the following:

- Contractor's name and address;
- County Master Agreement number;
- Invoice date;
- Invoice number;
- Applicant name;
- Service(s) provided;
- Charge for each service;
- Clinical interview date (Contractor shall indicate the date the Applicant was interviewed, canceled, or was a "no-show");
- Total amount due for the month; and
- Any additional supporting documentation and/or information reasonably requested by County.

10.4 Monthly Reports

Contractor shall submit a monthly report with the original invoice to the County Project Manager with the following minimum information:

- Name of each Applicant for which psychological services were performed in the billing period;
- Date the service was performed during the billing period;
- Total number of clinical interviews;
- Total number of legal testimonies;
- Total number "no shows" or non-appearances of Applicants for scheduled clinical interviews; and
- Total number of evaluation instruments administered/scored.

10.5 Submission of Invoices

Contractor shall submit an original and one (1) copy of each invoice to:

Michael Del Real, Lieutenant
Personnel Administration Bureau
Hall of Justice
211 West Temple Street, 4th Floor
Los Angeles, California 90012
Email: madelrea@lasd.org

Copy to: Los Angeles County Sheriff's Department
Accounts Payable Section - Contract Billing
Hall of Justice
211 West Temple Street
Los Angeles, California 90012

Contractor shall submit invoice by the fifteenth (15th) calendar day of the month following the month in which services were performed. The Department will not be responsible for invoices submitted more than sixty (60) calendar days after the date of service rendered. County shall be under no obligation to remit payment for late, lost or mishandled invoices. Contractor is responsible for the accuracy of invoices submitted to the Department.

10.6 No Out-of-Pocket Expenses

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

10.7 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to the Department. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

10.8 Invoice Discrepancy Report

County Project Manager or designee shall review all invoices for any discrepancies and issue an Invoice Discrepancy Report ("IDR"), attached hereto as Exhibit M (Invoice Discrepancy Report) of this Master Agreement, to Contractor within ten (10) Business Days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to County Project Manager a written explanation detailing the basis for the charges within ten (10) Business Days of receipt of the IDR from County Project Manager. If County Project Manager does not receive a written response from Contractor within (10) Business Days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges. None of the foregoing shall preclude County from seeking remedy from Contractor for invoice discrepancies discovered at any time during the Term of the Agreement.

10.9 County's Right to Withhold

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

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

10.10.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under a 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-Contract (A-C).

10.10.2 Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and

vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

10.10.3 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.

10.10.4 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 designate 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.

11.0 LIQUIDATED DAMAGES

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

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

11.2.1 Deduct from Contractor's payment, pro rata, those applicable portions; or

11.2.2 Deduct liquidated damages. The parties hereby agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate

of such damages is one hundred dollars (\$100) per day per infraction; and/or

- 11.2.3 Upon giving five (5) Business Days' notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.
- 11.3 The action noted in Paragraph 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Master Agreement.
- 11.4 This Section 11.0 (Liquidated Damages) shall not, in any manner, restrict or limit County's right to damages for any breach of this Master Agreement provided by law, and shall not, in any manner, restrict or limit County's right to terminate this Master Agreement, as agreed to herein.

12.0 NOTICES

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

- (1) Michael Del Real, Lieutenant
Personnel Administration Bureau
Hall of Justice
211 West Temple Street
Los Angeles, California 90012
Facsimile: (323) 415-3574
Email: madelrea@lasd.org

with a copy to:

- (2) Los Angeles County Sheriff's Department
Assistant Director, Contracts Unit
211 West Temple Street
Los Angeles, California 90012
Facsimile: (323) 415-1354
Email: deculver@lasd.org

12.3 Notices to Contractor shall be provided as follows:

Contractor: [_____]

Attention: [_____]

Facsimile: [_____]

Email: [_____]

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

13.0 ARM'S LENGTH NEGOTIATIONS

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

14.0 NO GUARANTY OF WORK

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

15.0 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. The Department reserves the right to add Qualified Contractors during the Term of this Master Agreement.

16.0 SURVIVAL

The following Sections of this Master Agreement shall survive its expiration or termination for any reason: Section 1.0 (Master Agreement and Interpretation), Section 2.0 (Definitions), Section 8.0 (Prices and Fees), Section 10.0 (Invoices and Payments), Section 12.0 (Notices), Section 13.0 (Arm's Length Negotiations), Section 16.0 (Survival) and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions) of this Master Agreement. In addition, any other Section, Paragraph, Subparagraph of, or Exhibit to, this Agreement that by their nature may reasonably be presumed to survive any termination or expiration of this Master Agreement, shall so survive.

DRAFT

**MASTER AGREEMENT
FOR
PSYCHOLOGICAL SERVICES**

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

COUNTY OF LOS ANGELES

By: _____
ALEX VILLANUEVA,
SHERIFF

Date: _____

CONTRACTOR

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By Approval on File
Michele Jackson
Principal Deputy County Counsel

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

PSYCHOLOGICAL SERVICES (Revised 08/05/2020)

DRAFT

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ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Master Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) (this "Exhibit") have the meanings given to such terms in Section 2.0 (Definitions) of the Master Agreement.

1.0 SUBCONTRACTING

1.1 General

County has relied, in entering into the Master Agreement, on the reputation of, and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Master Agreement, or any portion thereof, shall be subcontracted by Contractor. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Master Agreement shall be null and void and shall constitute a material breach of the Master Agreement, upon which County may immediately terminate the Master Agreement.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

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

2.2 Continued Work

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

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

such additional costs from any amounts due to Contractor from County.

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

2.3 Dispute Resolution Procedures

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

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

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

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

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

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to

resolve all disputes. At all three (3) levels described in Paragraph 2.3 (Dispute Resolution Procedures), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Master Agreement, County's right to terminate the Master Agreement pursuant to Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), or Section 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision under the Master Agreement, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

3.1.1 Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Master Agreement, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section 3.0 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 3.0 (Confidentiality) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event

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

3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, subcontractors and agents providing services hereunder of the confidentiality provisions of the Master Agreement. Contractor shall provide to County an executed Exhibit E1 (Contractor Acknowledgement and Confidentiality Agreement) of the Master Agreement, an executed Exhibit E2 (Contractor Employee Acknowledgment and Confidentiality Agreement) of the Agreement for each of its employees performing Work under the Master Agreement, and an executed Exhibit E3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement) of the Master Agreement for each of its non-employees performing Work under the Master 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 such confidential information.

3.2 Disclosure of Information

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

3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details,

Contractor shall immediately notify County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

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

- 3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;
- 3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- 3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Section 25.0 (Resolicitation of Bids, Proposals, or Information).

3.4 Use of County Name

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

- 3.4.1 Contractor shall develop all publicity material in a professional manner.
- 3.4.2 During the Term of the Master Agreement, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of

County without the prior written consent of County Project Director, which shall not be unreasonably withheld or delayed.

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

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

3.5 Injunctive Relief

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

4.0 TERMINATION FOR INSOLVENCY

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

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

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

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

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

- 4.2 The rights and remedies of County provided in this Section 4.0 (Termination for Insolvency), shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Master Agreement.
- 4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Master Agreement, County may elect to retain its rights under the Master Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Master Agreement. The foregoing shall survive the termination or expiration of the Master Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

- 5.1 County may, by written notice to Contractor, terminate the whole or any part of the Master Agreement, if, in the judgment of County's Project Director:
- 5.1.1 Contractor has materially breached the Master Agreement; or
- 5.1.2 Contractor fails to timely provide and/or satisfactorily perform any service, or other work required either under the Master Agreement; or
- 5.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under the Master Agreement, or of any obligations of the Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
- 5.2 In the event that County terminates the Master Agreement in whole or in part as provided in Paragraph 5.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of the Master Agreement to the extent not terminated under the provisions of this Paragraph.
- 5.3 If, after County has given notice of termination under the provisions of this Section 5.0 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this Section 5.0

(Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 6.0 (Termination for Convenience).

- 5.4 The rights and remedies of County provided in this Section 5.0 (Termination for Default), shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience

The Master Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Section 6.0 (Termination for Convenience), is deemed to prejudice any right of Contractor to make a claim against County in accordance with the Master Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.2 (No Prejudice; Sole Remedy), shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Section 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

- 7.1 County may, upon written notice to Contractor, immediately terminate the right of Contractor to proceed under the Master Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Master Agreement or securing favorable treatment with respect to the award, amendment or extension of the Master Agreement or the making of any determinations with respect to Contractor's performance pursuant to the 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.

- 7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 7.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.0 INTENTIONALLY OMITTED

9.0 EFFECT OF TERMINATION

9.1 Remedies

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

- 9.1.1 Contractor shall (a) stop performing Work under the Master Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;
- 9.1.2 Unless County has terminated the Master Agreement pursuant to Section 6.0 (Termination for Convenience), of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;
- 9.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Master Agreement or Work terminated by County;
- 9.1.4 Contractor shall tender prompt payment to County, and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Section 11.0 (Liquidated Damages) the Master Agreement, to the extent applicable; and

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

9.2 Transition Services

Contractor agrees that in the event of any termination of the Master Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor so that there shall be no interruption of County's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Master Agreement pursuant to Section 6.0 (Termination for Convenience) of this Exhibit or Paragraph 5.3 of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C (Rate of Compensation) of the Master Agreement, and the agreed upon maximum amount in accordance with a transition plan to be agreed upon, in advance, by County Project Director and Contractor Project Director. Contractor further agrees that in the event that County terminates the Master Agreement for any other breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Paragraph 9.2 (Transition Services), Contractor shall provide to County Project Director, upon request by County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

9.3 Remedies Not Exclusive

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

10.0 WARRANTY AGAINST CONTINGENT FEES

- 10.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the 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 Contractor for the purpose of securing business.
- 10.2 For breach of this warranty, County shall have the right to terminate the Master Agreement and, in its discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11.0 AUTHORIZATION WARRANTY

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

12.0 FURTHER WARRANTIES

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

- 12.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part of any goods acquired from Contractor, as applicable, until acceptance by the County.
- 12.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.
- 12.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in the Master Agreement, including Exhibit B (Statement of Work).
- 12.4 All Work shall be performed in a timely and professional manner by qualified personnel.
- 12.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

Contractor shall indemnify, defend and hold harmless 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 the Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

In the event any dispute exists as to nature of County Indemnitees' conduct with respect to any loss or damage referenced above, Contractor shall defend County Indemnitees until such dispute is resolved by final judgment."

13.2 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of the Master Agreement and until all of its obligations pursuant to the Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 13.2 (General Provisions for All Insurance Coverage) and 13.3 (Insurance Coverage) of the 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 the Master Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to the Master Agreement.

13.2.1 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 Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under the 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 the 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 Contractor identified as the contracting party in the 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 County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, 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:

Los Angeles County Sheriff's Department
Assistant Director, Contracts Unit
Hall of Justice
211 West Temple Street
Los Angeles, California 90012
Attention: Contract Compliance Manager

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

13.2.2 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 County. County and its Agents additional insured status and their entitlement to insurance benefits including defense of suits, shall apply with respect to any claims or proceedings asserting any liability arising out of Contractor's acts or omissions, whether such liability is attributable in whole or in part to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic

additional insured endorsement form is acceptable provided it satisfies the Required Insurance provisions herein.

13.2.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) 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 the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate the Master Agreement.

13.2.4 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 the Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

13.2.5 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.

13.2.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to the 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.

13.2.7 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 the Master Agreement. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

13.2.8 Subcontractor Insurance Coverage Requirements

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

13.2.9 Deductibles and Self-Insured Retentions (SIRs)

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

13.2.10 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 the 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.

13.2.11 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.

13.2.12 **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.

13.2.13 **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.

13.2.14 **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.

13.3 Insurance Coverage

13.3.1 **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:	\$3 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

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

13.3.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm

or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) calendar 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. There shall be no exclusions for animal-related liability.

If Contractor does not have employees, a written statement will be acceptable acknowledging that Contractor does not have employees and therefore, Worker's Compensation Insurance does not apply.

- 13.3.4 **Professional Liability/Errors and Omissions** insurance covering Contractor's liability arising from or related to the 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 the Master Agreement's expiration, termination or cancellation.

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

14.1 Indemnification Obligation

Contractor shall indemnify, hold harmless and defend County, its agents, officers, and employees from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder or the operation and utilization of Contractor's work under the Master Agreement (collectively in this Section 14.0 (Intellectual Property Indemnification) "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Section 14.0 (Intellectual Property Indemnification), shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which approval shall not be unreasonably withheld). 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 required by law or the Master Agreement, County shall be entitled to reimbursement for all such costs and expenses.

14.2 Procedures

County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, 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 software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under the Master Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, with another software or product of services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.

14.3 Remedial Acts

If Contractor fails to complete the remedial measures in Paragraph 14.2 above within forty-five (45) calendar days of the date of the written notice from County or County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, County shall have the right to take such remedial acts as County determines to be reasonable to mitigate any impairment of its use of the software or services or damages or other costs or expenses (in this Paragraph 14.3, "Remedial Acts"). Contractor shall indemnify County under Paragraph 13.1 (Indemnification), for all amounts paid and all direct and indirect costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts within ten (10) calendar days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under the Master Agreement up to the total of the amounts paid in connection with County's Remedial Acts.

15.0 BUDGET REDUCTIONS

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

16.0 FORCE MAJEURE

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

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

17.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of Contractor on this or other Agreements which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Master 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 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 Agreements Contractor may have with County.

- 17.3 County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of an Agreement, including the Master Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform an Agreement with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.
- 17.4 If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 17.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 17.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 17.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds

for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

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

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

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

18.0 COMPLIANCE WITH APPLICABLE LAW

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

18.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 18.0 (Compliance with Applicable Law) shall be conducted by Contractor and performed by

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

19.0 FAIR LABOR STANDARDS

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

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

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

20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification, attached hereto as Exhibit D (Contractor's EEO Certification) of the Master Agreement.

20.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental 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.

- 20.3 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, or physical or mental disability, marital status, or political affiliation.
- 20.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including but not limited to:
- 20.4.1 Title VII, Civil Rights Act of 1964;
 - 20.4.2 Section 504, Rehabilitation Act of 1973;
 - 20.4.3 Age Discrimination Act of 1975;
 - 20.4.4 Title IX, Education Amendments of 1973, as applicable; and
 - 20.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;
 - 20.4.6 Fair Employment and Housing Act (California Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285 et seq.)
- 20.5 Contractor certifies and agrees that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Master Agreement or under any project, program, or activity supported by the Master Agreement.
- 20.6 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 20.0 (Nondiscrimination, Affirmative Action, and Assurances), when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Section 20.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Master Agreement upon which County may immediately terminate or suspend the Master Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor

has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Master Agreement. All determinations of violations made pursuant to this Paragraph 20.6 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to Paragraph 2.3 (Dispute Resolution Procedures) of this Exhibit.

20.7 The parties agree that in the event the Contractor violates the anti-discrimination provisions of the Master Agreement, 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 the Master Agreement.

21.0 NONDISCRIMINATION IN SERVICES

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

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

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

22.2 Contractor shall indemnify, defend, and hold harmless County, its agents, officers, and employees pursuant to Paragraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual),

including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

23.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term of the Master Agreement and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Master Agreement, in the event that: (a) County has the right to terminate the Master Agreement pursuant to Section 4.0 (Termination for Insolvency) of this Exhibit, (b) the Master Agreement is terminated by County due to Contractor's default pursuant to Section 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed Paragraph 2.3 (Dispute Resolution Procedures), or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

24.0 CONFLICT OF INTEREST

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

24.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term of the Master Agreement. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, 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 Section 24.0 (Conflict of Interest) shall be a material breach of the Master Agreement.

25.0 RESOLICITATION OF BIDS, PROPOSALS, SOQS, OR INFORMATION

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

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

26.0 TERMINATION FOR NON-ADHERENCE TO COUNTY 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 the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying Firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of the Master Agreement upon which County may immediately terminate or suspend the Master Agreement.

27.0 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

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

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

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

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

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

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

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

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

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

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

- 31.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County 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.
- 31.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Master Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of the Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).
- 31.3 Failure of Contractor to maintain compliance with the requirements set forth in this Section 31.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under the Master Agreement. Without limiting the rights and remedies available to County under any other provision of the Master Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate the Master Agreement pursuant to Section 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

32.0 RECYCLED-BOND PAPER

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

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 Jury Service Program

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

Ordinance) and incorporated by reference into and made a part of the Master Agreement.

33.2 Written Employee Jury Service Policy

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

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

33.2.3 If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either

comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.

- 33.2.4 Contractor's violation of this Section 33.0 (Compliance with Jury Service Program) of this Exhibit 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 or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

34.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 34.1 Each of Contractor's staff performing services under the Agreement shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under the Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 34.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Agreement at any time during the term of the Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 34.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

34.4 Disqualification of any member of Contractor's staff pursuant to this Section 34.0 (Background and Security Investigations) shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the Agreement.

35.0 ACCESS TO COUNTY FACILITIES

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

36.0 COUNTY FACILITY OFFICE SPACE

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

37.0 PHYSICAL ALTERATIONS

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

38.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

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

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

from any amounts due to Contractor from County under the Master Agreement.

39.0 FEDERAL EARNED INCOME TAX CREDIT

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

40.0 ASSIGNMENT AND DELEGATION/MERGER OR ACQUISITIONS

- 40.1 Contractor shall notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying 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.
- 40.2 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 Paragraph (Assignment and Delegation/Merger or Acquisitions), County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Master Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 40.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.
- 40.4 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or

without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of the 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.

41.0 INDEPENDENT CONTRACTOR STATUS

- 41.1 The Master Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 41.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to the Master Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 41.3 Contractor understands and agrees that all persons performing Work pursuant to the Master Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Master Agreement.
- 41.4 Contractor shall adhere to the provisions stated in Section 3.0 (Confidentiality) of this Exhibit.

42.0 RECORDS AND AUDITS

- 42.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Master Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Master Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Master Agreement. Should the examination and audit be

performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Section 42.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Master Agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to Work performed specifically for the benefit of County. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of the Master Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

- 42.2 If an audit is conducted of Contractor specifically regarding the Master Agreement by any Federal or State auditor, or by an auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller and County Project Director within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Master Agreement.
- 42.3 If, at any time during or after the Term of the Master Agreement, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Master Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Master Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) calendar days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) calendar days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to County Project Director and Contractor

Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) calendar day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

Failure on the part of Contractor to comply with any of the provisions of this Section 42.0 (Records and Audits) shall constitute a material breach upon which County may terminate or suspend the Master Agreement.

43.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS

Contractor shall obtain and maintain in effect during the Term of the Master Agreement all licenses, permits, registrations, accreditations, and certifications required by all Federal, state, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Master Agreement, including but not limited to licenses and board certifications. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the Term of the Master Agreement all licenses, permits, registrations, accreditations, and certifications which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate, in duplicate, to:

Los Angeles County Sheriff's Department
Contracts Unit
Hall of Justice
211 West Temple Street
Los Angeles, California 90012
Attention: Contract Compliance Manager

44.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Master Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Master Agreement, except that this Section

44.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

45.0 MOST FAVORED PUBLIC ENTITY

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

46.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent(s) will monitor Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which 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 County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

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

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

48.0 INTENTIONALLY OMITTED

49.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR 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 under the Master Agreement, after the expiration or other termination of the 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 or termination of the

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 the Master Agreement.

50.0 SAFELY SURRENDERED BABY LAW

50.1 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide 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 G (Safely Surrendered Baby Law) of this Master Agreement. Additional information is available on the Internet at www.babysafela.org.

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster, in Exhibit G (Safely Surrendered Baby Law), 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 www.babysafela.org.

51.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

52.0 PUBLIC RECORDS ACT

52.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Section 42.0 (Records and Audits) of this Exhibit, 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 the Master Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as

public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "Trade Secret," "Confidential," or "Proprietary." County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 52.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid/proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

53.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

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

54.0 WAIVER

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

55.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

56.0 SEVERABILITY

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

57.0 RIGHTS AND REMEDIES

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

58.0 NON EXCLUSIVITY

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

59.0 FACSIMILE

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

60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 60.1 The Master Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 60.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 60.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 60.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information

withheld was relevant to its request for certification, and which by reason of such certification has been awarded the Master Agreement to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between the Master Agreement amount and what County's costs would have been if the 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 percent (10%) of the amount of the 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 Internal Services Department of this information prior to responding to a solicitation or accepting a Master Agreement award.

61.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM

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

62.0 TERMINATION FOR NON APPROPRIATION OF FUNDS

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

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

- 63.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through Master Agreements 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.

63.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Term of the Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206, attached as Exhibit H (Defaulted Property Tax Reduction Program) of this Master Agreement.

64.0 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 Section 63.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) above shall constitute default under the Master Agreement. Without limiting the rights and remedies available to County under any other provision of the Master Agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate the Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

65.0 TIME OFF FOR VOTING

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

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

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

67.0 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM (IF APPLICABLE)

67.1 The Agreement is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

- 67.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- 67.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- 67.4 If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the Agreement amount and what the County's costs would have been if the Agreement had been properly awarded; and
 2. In addition to the amount described in subdivision (1) above, be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the 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).

68. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

- 68.1 Contractor acknowledges that County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- 68.2 If Contractor or member of Contractor's staff is convicted of a human trafficking offense, County shall 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.
- 68.3 Disqualification of any member of Contractor's staff pursuant to this Section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

69. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

69.1 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 Section (Compliance with Fair Chance Employment Practices) 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.

69.2 Contractor acknowledges and certifies compliance with fair chance employment hiring practices, as specified in Exhibit O (Compliance with Fair Chance Employment Hiring Practices Certification).

70. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

Contractor acknowledges that 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 County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees, and its subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its subcontractors to uphold County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

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 Internal Services Department of this information prior to responding to a solicitation or accepting an Agreement award.

EXHIBIT B

STATEMENT OF WORK **(Revised 08/05/2020)**

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EXHIBIT B

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

- 1.1 The County of Los Angeles (County) Sheriff's Department (Department) requires the services of one or more Qualified Contractors to provide Psychological Services to the Department's Personnel Administration Bureau's Pre-Employment Unit on an intermittent, as-needed basis. It is the intent of the Department to issue Work to Active Contractors on a rotational basis by geographical area as-needed. However, County Project Director or County Project Manager has the sole discretion to issue Work to any of the Contractors
- 1.2 Contractor shall provide psychological services to the Department as described herein that include, but are not limited to, the provision of psychological evaluations and clinical interviews of law enforcement applicants for the Department positions of Deputy Sheriff Trainee, Reserve Deputy Sheriff, Custody Assistant, and Security Officer (collectively, Applicants). Contractor shall comply with California Government Code Section 1031(f) and Regulation 1955 (Peace Officer Psychological Evaluation) set forth in Section C (Personnel and Selection and Training) of the Peace Officer Standards and Training (POST) Administrative Manual (POST Regulation 1955). POST Regulation 1955 can be accessed online at: <http://www.post.ca.gov/peace-officer-candidate-selection-information>.
- 1.3 Contractor shall be solely responsible for the clinical interview portion of the pre-employment psychological evaluation of the referred Applicant.
- 1.4 County may approve and/or request that Contractor provide psychological services remotely when stay at home orders are in place or as required by County. Psychological services include, but are not limited to, remote evaluation testing, remote psychological evaluations, and remote video based clinical interviews. Contractor shall obtain prior written approval from County Project Director or County Project Manager to administer any psychological services remotely.

2.0 PSYCHOLOGICAL EVALUATION AND CLINICAL INTERVIEW

- 2.1 Prior to conducting an Applicant's psychological evaluation and clinical interview, Contractor shall do the following:

- 2.1.1 Contractor shall have the Applicant complete the Contractor's Psychological Screening Consent and Release of Information Form; and
- 2.1.2 Contractor shall have the Applicant complete Contractor's Psychological History Questionnaire and Sentence Completion Form; and
- 2.1.3 If not already administered by the Department and provided to Contractor pursuant to subparagraph 3.2.4 below, Contractor shall administer to the Applicant, and score, the Minnesota Multiphasic Personality Inventory-2-Restructured Form (MMPI-2-RF), and the California Psychological Inventory (CPI) evaluation tests, as specified in subparagraph 2.5 below.
- 2.1.4 County Project Director or County Project Manager has the sole discretion to approve remote psychological services as described in subparagraph 1.4 above.
- 2.2 Contractor shall conduct the psychological evaluation and clinical interview using the Contractor's Psychological History Questionnaire in combination with a completed background information package provided to the Contractor by the Department pursuant to subparagraph 3.2.4 of this SOW. Psychological evaluation and clinical interview criteria shall be based on each Applicant's prospective job duties, powers, demands, and working conditions as defined and provided by the Department. This information will be provided to Contractor so as to allow the Contractor to make a psychological suitability determination.
- 2.3 Contractor shall review the completed background information package (refer to subparagraph 3.2.4 of this SOW) prior to conducting an Applicant's clinical interview.
- 2.4 Contractor shall conduct a clinical interview for each Applicant referred to Contractor by County. Such clinical interview shall not be less than thirty (30) minutes in duration.
 - 2.4.1 County Project Director or County Project Manager has the sole discretion to approve remote psychological services as described in subparagraph 1.4 above.
- 2.5 As part of the psychological evaluation and clinical interview process, Contractor shall utilize both the MMPI-2-RF and CPI evaluation tests. The use of any other evaluation tests in lieu of the MMPI-2-RF and the CPI must be pre-approved by County Project Manager prior to use by Contractor.

- 2.6 Contractor shall not use any supplementary psychological tests unless prior written approval is obtained from the County Project Manager.
- 2.7 Contractor shall utilize professional discretion to explore concerns uncovered during the clinical interview.
- 2.8 Department reserves the right to change or modify the clinical interview format used by Contractor, in compliance with both California Government Code 1031(f) and POST Regulation 1955.
 - 2.8.1 Contractor shall notify County of any changes in professional standards set forth in both California Government Code 1031 (f) and POST Regulation 1955, when Contractor has knowledge of any such changes.
 - 2.8.2 County shall notify Contractor of any changes in professional standards set forth in both California Government Code 1031 (f) and POST Regulation 1955, when County has knowledge of any such changes.
 - 2.8.3 Any changes to the Master Agreement pursuant to Subparagraph 2.8.1 or Subparagraph 2.8.2 above shall be in accordance with the procedures set forth in Section 6.0 (Change Orders and Amendments) of the Master Agreement.
- 2.9 Contractor shall rate all Applicants according to the following ratings:
 - 2.9.1 "S" – I certify as psychologically suitable
 - 2.9.2 "NS" – I cannot certify as psychologically suitable
- 2.10 As discussed in POST Regulation 1955(d)(2), Contractor shall evaluate each Applicant, at a minimum, against the following job-related psychological constructs as defined in POST Peace Officer Psychological Screening Dimensions:
 - 2.10.1 Social Competence
 - 2.10.2 Teamwork
 - 2.10.3 Adaptability/Flexibility
 - 2.10.4 Conscientiousness/Dependability
 - 2.10.5 Impulse Control
 - 2.10.6 Integrity/Ethics

- 2.10.7 Emotional Regulation/Stress Tolerance
- 2.10.8 Decision Making/Judgment
- 2.10.9 Assertiveness/Persuasiveness
- 2.10.10 Avoiding Substance Abuse and other Risk-Taking Behavior
- 2.11 Notification of Clinical Interview Results
 - 2.11.1 Following each clinical interview conducted, Contractor shall complete Exhibit J (Psychological Suitability Declaration) of the Master Agreement. Contractor shall rate all Applicants according to the following ratings:
 - 2.11.1.1 "S" shall be reported as "I certify as psychologically suitable," which means qualified; or
 - 2.11.1.2 "NS" shall be reported as "I cannot certify psychologically suitable," which means disqualified.
 - 2.11.2 Within seventy-two (72) hours of completion of a clinical interview, Contractor shall hand deliver the completed original Exhibit J (Psychological Suitability Declaration) of the Master Agreement, in a sealed envelope, to the following addresses:
 - 2.11.2.1 Original to:
Department of Human Resources
Occupational Health Programs
Attention: Health and Leave Management Division
3333 Wilshire Boulevard, Suite 1000
Los Angeles, California 90010
 - 2.11.2.2 With a copy to:
Los Angeles County Sheriff's Department
Personnel Administration Bureau
Pre-Employment Unit
Attention: County Project Manager
211 West Temple Street
Los Angeles, California 90012

2.12 Reports

2.12.1 Notification of Clinical Interview Results

Contractor shall notify County Project Manager of all "S" (I certify

as psychologically suitable) and “NS” (I cannot certify as psychologically suitable) ratings of Applicants by submitting a copy of Exhibit J (Psychological Suitability Declaration) of the Master Agreement, as stated above.

2.12.2 Psychological Suitability Declaration Justification

Contractor shall prepare a non-clinical written summary utilizing Exhibit K (Psychological Suitability Declaration Justification) of the Master Agreement. The declaration shall justify the rating based on the job-related psychological constructs listed in Paragraph 2.10 of this SOW. The declaration shall contain appropriate language, in layman terms, so that it may be interpreted by the County's Occupational Health Programs (OHP). As indicated on Exhibit K (Psychological Suitability Declaration Justification) of the Master Agreement, the report minimally includes the following:

1. Results of psychological evaluation and clinical interview; and
2. Reasons for recommendation rating of disqualification.

Upon OHP's notification of an Applicant's request to appeal receipt of a “NS” rating and resulting disqualification from continuing in the Department hiring process, the procedures specified in Section 6.0 (Applicant Request to Appeal) of this SOW shall be followed. The Psychological Suitability Declaration Justification shall be stored at Contractor's office. Contractor shall maintain the confidentiality and integrity of these reports.

2.12.3 Oral Reports

In the event that the information contained in Exhibit J (Psychological Suitability Declaration) of the Master Agreement is unclear, Contractor may be required to provide an oral report to the County Project Director or designee upon request by the County Project Director, County Project Manager, or designee.

3.0 COUNTY RESPONSIBILITIES

3.1 Clinical Interview Authorization

Department will authorize Contractor to conduct a psychological evaluation and clinical interview as set forth in Paragraph 4.1 (Scheduling of Clinical Interviews) of this SOW. The schedule of availability will be e-mailed, faxed, or hand-delivered to Contractor on an as-needed basis when requesting Contractor services.

3.2 Scheduling Clinical Interviews

- 3.2.1 Upon notification of Contractor's schedule of availability as discussed in Paragraph 4.1 (Scheduling of Clinical Interviews) of this SOW, the County Project Manager, or designee will schedule clinical interviews of Applicants.
- 3.2.2 Department cannot guarantee that the number of clinical interviews scheduled will actually take place due to non-appearance of Applicants.
- 3.2.3 Department will notify Contractor of any scheduled clinical interviews which are canceled by Applicants, within three (3) Business Days before the interview time scheduled, if such notice is feasible.
- 3.2.4 Two to three calendar days prior to a scheduled clinical interview, Department will provide Contractor with a background information package for the Applicant, which will include but not be limited to:
 - 1. Background jacket documents (personal history, credit, employment, residence, financial, autobiography form, etc.);
 - 2. Scored MMPI-2-RF scantron form (if applicable and administered by Department);
 - 3. Scored CPI scantron form (if applicable and administered by Department)

4.0 CONTRACTOR RESPONSIBILITIES

4.1 Scheduling of Clinical Interviews

Upon request of the Department, the Contractor shall provide a proposed schedule of availability, for the purpose of conducting clinical interviews, two (2) weeks in advance. Upon receiving the available appointment times, the Department will schedule eligible applicants and provide a detailed schedule of assigned appointments to the Contractor no later than a week in advance of the first appointment.

4.2 Clinical Interviews

- 4.2.1 Contractor shall conduct clinical interviews of Applicant(s) as authorized by County Project Manager, or designee at Contractor's office.
- 4.2.2 Clinical interviews shall be conducted in a manner which meet all recognized professional standards set forth in POST Regulation 1955 as further discussed in Section 2.0 (Psychological Evaluation

and Clinical Interview) of this SOW.

4.2.3 County Project Director or County Project Manager has the sole discretion to approve remote psychological services as described in subparagraph 1.4 above.

4.3 Unanticipated Clinical Interviews

Contractor shall conduct, with less than twenty-four (24) hours advance notice, unanticipated/unscheduled clinical interviews for Applicants upon request by the County Project Manager, or designee. Such requests are limited to unusual situations, i.e. out-of-area Applicant.

4.4 Legal Testimony

Contractor shall, when required by summons or other legal process, or at the request of Department, provide legal testimony regarding the Psychological Services provided under the Master Agreement. Contractor shall be paid for legal testimony and required preparation time according to the rate stated in Exhibit C (Rate of Compensation) of the Master Agreement.

4.5 Miscellaneous Projects

4.5.1 Upon request by County Project Director or County Project Manager, Contractor shall be prepared to participate in any kind of research or study involving the psychological evaluation and clinical interview process, at no additional cost to the Department. Such requests shall be completed within the time frame specified by the Department.

4.5.2 Contractor shall make available, upon request of the Department, all Applicant records involving the psychological evaluation and clinical interview process. Contractor shall maintain the confidentiality and integrity of such records. Such requests shall be at no additional cost to the Department, and within the time frame specified by the Department.

4.5.3 During the Term of the Master Agreement, Contractor may be asked to provide psychological services for other County departments in need of emergent services.

4.6 Non-Appearance or "No-Show" of Applicant

Contractor shall be paid for the non-appearance of an Applicant at a clinical interview appointment, or "no-shows," according to the rate stated in Exhibit C (Rate of Compensation) of the Master Agreement.

4.7 Equipment

Contractor shall provide any equipment necessary, and operating fees to meet all Work requirements.

4.8 Contractor's Office

4.8.1 Contractor shall maintain an office in Los Angeles County or adjoining Counties with a telephone in the Contractor's name where Contractor conducts business. When the office is closed, an answering service shall be provided to receive calls. Contractor shall respond to calls received by the answering service by the following Business Day.

4.8.2 Contractor shall provide a cellular telephone number where Contractor may be reached twenty-four (24) hours a day.

4.8.3 All business overhead costs and charges in connection with Contractor's offices, furnishings, telephone, mail, and supplies shall be borne by Contractor.

4.9 Vehicles/Travel

Contractor shall be responsible for all vehicles, transportation, and insurance costs pertaining to this Master Agreement.

5.0 **HOURS/DAYS OF WORK**

Contractor's Work days and hours may vary, depending on the needs of the Department.

6.0 **APPLICANT REQUEST TO APPEAL**

6.1 Upon an Applicant's request to appeal receipt of a "NS" rating and resulting disqualification from continuing in the Department hiring process, Contractor shall release the records of Applicant's pre-employment psychological evaluation, or a photocopy thereof, to the Chief of Psychological Services of OHP.

6.2 Contractor shall provide OHP with copies of all Applicant data, including, but not limited to, psychological test results and the written Psychological Suitability Declaration Justification.

6.3 Applicant's records shall be immediately faxed to OHP, and then forwarded to OHP through U.S. Mail, to the following address:

Department of Human Resources
Occupational Health Programs
Attention: Counseling and Evaluation Section
3333 Wilshire Boulevard, Suite 1000
Los Angeles, California 90010
Facsimile: (213) 637-0822

7.0 RECORDS

7.1 Records and Documentation of Work Performed

Contractor shall maintain copies of all Applicant information, including all reports, supporting notes, documentation of the clinical interviews, test interpretations, and test results, for each Applicant evaluated under the Master Agreement.

7.2 Retention of Applicant Files

Applicant information shall be kept in a discrete, separate file for each Applicant. Applicant files shall be retained by Contractor for seven (7) years from the date of the Contractor's completion of Exhibit K (Psychological Suitability Declaration Justification) of the Master Agreement for the Applicant. Applicant files shall be kept in a safe and secure location to ensure confidentiality. At the end of the seven (7) year retention period, Contractor shall dispose of Applicant information in compliance with prevailing state and federal law.

7.3 Records Requested by OHP

Contractor shall provide, at no additional cost, any requested records and materials to OHP within the time frame specified by OHP.

8.0 MEETING/ORIENTATION

Contractor shall meet with County Project Director, County Project Manager, and other command personnel of the Department, as deemed necessary by the Department. Contractor shall be available for meetings, orientation, training, and presentations, as deemed necessary by the Department. Contractor shall participate in such meetings, orientation, training, and presentations at no charge to the County.

EXHIBIT C

RATE OF COMPENSATION

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RATE OF COMPENSATION

Pursuant to Paragraph 8.3 (Rate of Compensation) of the Master Agreement, Contractor shall be paid for Work performed at the rates below. The rates shall remain firm and fixed for the Term of the Master Agreement. Contractor shall invoice County in accordance with Section 10.0 (Invoices and Payments) of the Master Agreement.

RATE OF COMPENSATION

Psychological Evaluation - Clinical Interview, and Reporting	\$400 per Applicant
Legal Testimony (Includes 4 hours prep-time, additional prep-time must be pre-approved by the County Project Manager)	\$350 per hour
Non-appearance of Applicant (If clinical interview is not canceled or rescheduled at least 24 hours prior to scheduled clinical interview; "no-show")	\$200 per Applicant
Administering/scoring of Evaluation Tests (MMPI-2 and CPI test; or Evaluation Tests as approved by County)	\$ 25 per Applicant

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

DRAFT

Exhibit D
CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT E1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

DRAFT

Exhibit E1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Master Agreement No. _____

GENERAL INFORMATION:

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 Contractor to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT E2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

DRAFT

Exhibit E2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME _____ Master Agreement No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT E3

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

DRAFT

Exhibit E3

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME _____ Master Agreement No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT F

JURY SERVICE ORDINANCE

DRAFT

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

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CONTRACTOR EMPLOYEE JURY SERVICE

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- 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

EXHIBIT G

SAFELY SURRENDERED BABY LAW

DRAFT

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

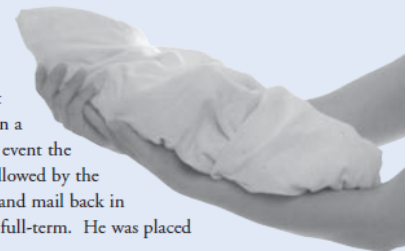
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

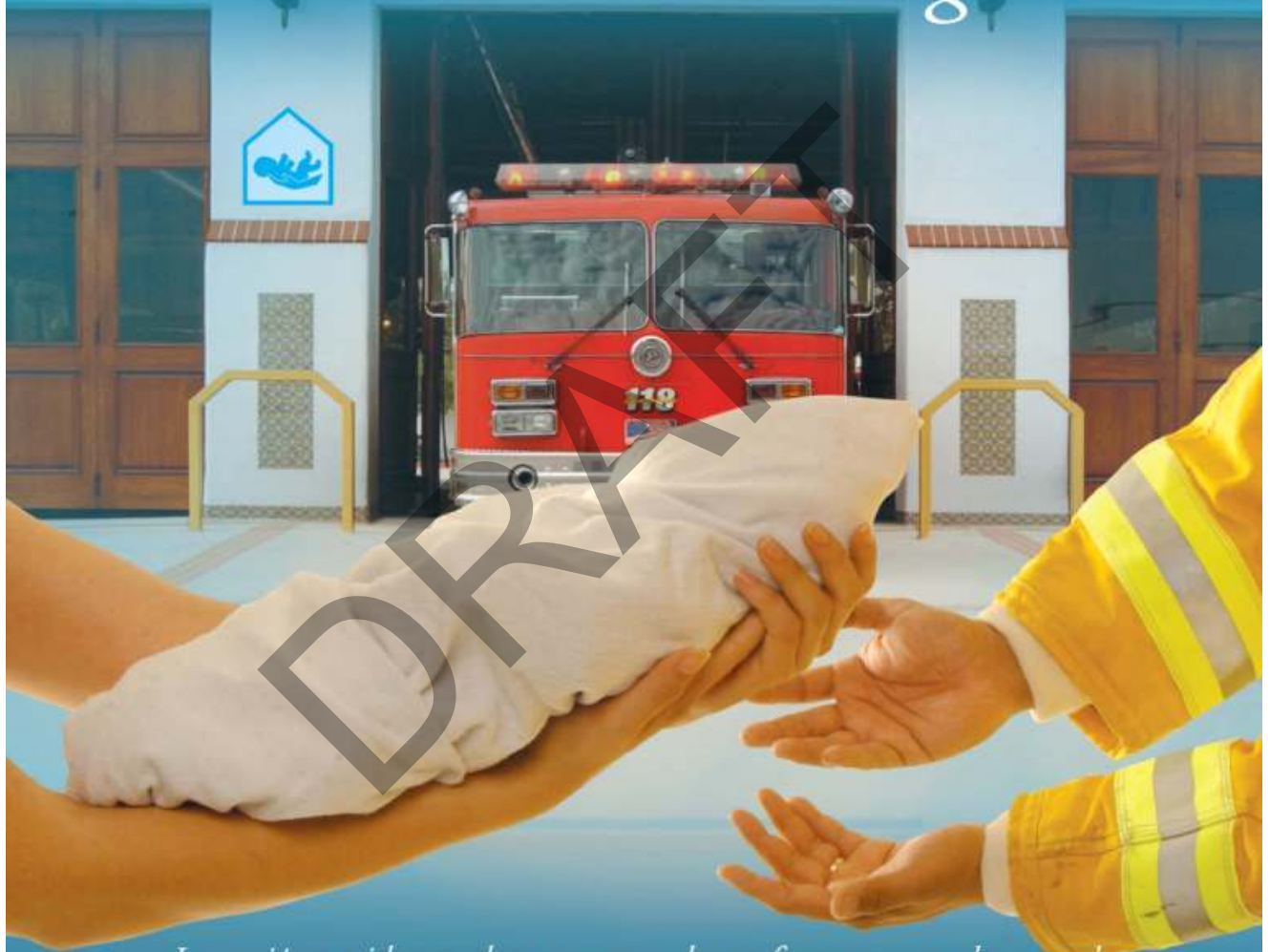
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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



EXHIBIT H

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

DRAFT

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

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

2.206.050 Administration and compliance certification.

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

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;

4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

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

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

2.206.080 Severability.

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

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EXHIBIT I

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (“HIPAA”)

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Exhibit I

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business

associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health

Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 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. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **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 knowledgeable of the facts and circumstances of the non-

permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic

form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and
 - (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of

Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying

Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

EXHIBIT J

PSYCHOLOGICAL SUITABILITY DECLARATION

DRAFT

Exhibit J

PSYCHOLOGICAL SUITABILITY DECLARATION

[Contractor to use professional letterhead]

DEPARTMENT OF HUMAN RESOURCES
County of Los Angeles
Occupational Health Programs

NAME:	SS#:
POSITION	DOB:
EMAIL ADDRESS:	PHONE NUMBER:
HOME ADDRESS:	

On _____, I completed a pre-employment psychological screening evaluation on the above-named peace officer candidate, in accordance with POST Commission Regulation 1955. Based on the results and findings of that evaluation:

- ☐ **I certify** that the candidate is psychologically suitable to perform the peace officer duties and responsibilities as defined and provided by the hiring department either without any accommodations, or provided that the specified work restrictions, limitations, or reasonable accommodations can be implemented. *(Describe any work restrictions, limitations, or reasonable accommodation requirements on the following supplemental page. The supplemental page is to be maintained as a confidential medical record, separate from the background investigation file).*
- ☐ **I cannot certify** that the candidate is psychologically suitable to perform the peace officer duties and responsibilities as defined and provided by the hiring department.

EXHIBIT K

PSYCHOLOGICAL SUITABILITY DECLARATION JUSTIFICATION

DRAFT

Exhibit K

PSYCHOLOGICAL SUITABILITY DECLARATION JUSTIFICATION

I Certify _____

I Cannot
Certify _____

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
POSITION: _____

I. APPLICANT'S NAME: _____ II. DATE: _____

III. TESTS ADMINISTERED/DOCUMENTS REVIEWED:

**Evaluation Tests may change with prior written approval by County.*

- | | |
|---|--|
| 1. Minnesota Multiphasic Personality Inventory- 2-RF | 4. Psychological History Questionnaire |
| 2. California Psychological Inventory | 5. Sentence Completion Form |
| 3. Psychological Screening Consent and Release of Information | 6. Autobiography Form |
| | 7. Completed Background File |

IV. BACKGROUND: Nothing of concern reported or uncovered _____ Area (s) of concern _____

V. TEST RESULTS: Nothing of concern _____ Area(s) of concern _____

- (1) Approach to tests: (a) typical of applicants (b) more defensive than most applicants
(c) highly defensive/ results questionable
(2) There were no unusual comments on the Sentence Completion Form or the Autobiography Form.

VI. INTERVIEW IMPRESSION: Nothing of concern _____ Area(s) of concern _____

VII. PSYCHOLOGICAL DIMENSIONS EVALUATED: (check means area of concern)

- | | |
|---|---|
| _____ Social Competence | _____ Emotional Regulation and Stress Tolerance |
| _____ Teamwork | _____ Decision-Making and Judgment |
| _____ Adaptability/Flexibility | _____ Assertiveness/Persuasiveness |
| _____ Conscientious/Dependability | _____ Impulse Control/Attention to Safety |
| _____ Integrity/Ethics | _____ Written and Verbal Communication Skills |
| _____ Avoiding Substance Abuse and Other Risk Taking Behavior | |

VIII. RECOMMENDATION AND COMMENT:

- (1) _____ (I Certify Suitable) Nothing disqualifying was uncovered during the psychological evaluation.
(2) _____ (I Cannot Certify Suitable) Not recommended as psychologically suited for the position.

LICENSED PSYCHOLOGIST

LICENSE NUMBER

EXHIBIT L

CONTRACT DISCREPANCY REPORT

DRAFT

Exhibit L
CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared by County: _____ Received by Contractor: _____
Returned by Contractor: _____ Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT M

INVOICE DISCREPANCY REPORT

DRAFT

Exhibit M INVOICE DISCREPANCY REPORT

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

Today's Date: _____

Contractor: _____

Phone Number: _____

Date of Subject Invoice: _____

Description of Issues with Subject Invoice:

Signed: _____ Date: _____

County Project Manager (CPM)

2. **REVIEWED:**

Signed: _____ Date: _____

County Project Director (CPD)

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

Date received from CPD: _____

Explanation regarding Issues with Subject Invoice: _____

Corrective Action Taken: _____

Signed: _____ Date: _____

Contractor Project Director

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

5. **Approved by COUNTY:**

_____ Date: _____

_____ Date: _____

6. **Contractor Notified on** _____ **Date:** _____

INSTRUCTIONS

CPM : Forward Invoice Discrepancy Report to the Contractor for investigation and response.

Contractor: Must respond to CPD in writing within ten (10) calendar days of receipt of Invoice Discrepancy Report.

Copy LASD [Master Contract File]

EXHIBIT N

INTENTIONALLY OMITTED

DRAFT

EXHIBIT O

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

DRAFT

EXHIBIT O

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Master Agreement for Psychological Services		

CONTRACTOR CERTIFICATION

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

Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that contractor and staff performing work under the Master Agreement will be in compliance. 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 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:

July 7, 2020

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 THE CALIFORNIA GOVERNOR'S
OFFICE OF EMERGENCY SERVICES FOR FISCAL YEAR 2019
CALIFORNIA COVERDELL PROGRAM
(ALL DISTRICTS) (3VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking to rescind the Board's action of January 21, 2020, which requested the Chair of the Board to execute the attached Certification of Assurance of Compliance version May 2019, and request the Chair of the Board to sign and affix a wet signature to the attached Certification of Assurance of Compliance version February 2020 required by Cal OES as part of the grant application process.

IT IS RECOMMENDED THAT THE BOARD

1. Rescind the Board action of January 21, 2020, which requested the Chair of the Board to sign and affix a wet signature to the Certification of Assurance of Compliance version May 2019 required by Cal OES as part of the grant application process.
2. Request the Chair of the Board to sign and affix a wet signature to the attached Certification of Assurance of Compliance version February 2020 required by Cal OES as part of the grant application process.

3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to sign and accept the grant award, subsequent to execution by Cal OES for the Program in the amount of \$150,042 for the grant period from January 1, 2020, through December 31, 2020. There is no match requirement for the Program.
4. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute and submit 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.
5. Delegate authority to the Sheriff, or his designee, as an agent for the County, to apply and submit a grant application to Cal OES for the Program in future Fiscal Years, and to execute all required grant application documents, including assurances and certifications, when and if such future funding becomes available.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of this action is to rescind the Board's action from January 21, 2020, which requested the Chair of the Board to sign and affix a wet signature to the Certification of Assurance of Compliance version May 2019 required by Cal OES as part of the grant application process.

On February 7, 2020, the Certification of Assurance of Compliance was submitted to Cal OES. On February 27, 2020, the department received an e-mail notification from Cal OES informing the department of the newly revised February 2020 version of the Certification of Assurance of Compliance.

Without the Chair of the Board's signature on the Certification of Assurance of Compliance version February 2020, Cal OES is unable to place the Department's Scientific Services Bureau (SSB) in grant award.

The SSB has been identified to receive funding under the Program. The funding shall be utilized to secure continuing education and training programs for the Department's full-time forensic technical staff.

In complying with the objective of this funding opportunity, the allocation will be used to send members of the Department's forensic technical staff to educational and training seminars designed to improve the quality, timeliness, and credibility of Departmental investigations and evidence examinations. The funding will assist the forensic technical staff in reducing the backlog of forensic cases and improving the turnaround time for case analysis.

As a laboratory accredited to ISO/IEC 17025:2017, General Requirements for the Competence of Testing and Calibration Laboratories by the American National Standards Institute, National Accreditation Board (ANAB), the Department's SSB strives to maintain conformance with all accreditation requirements. The purpose of the required training is to maintain the production of valid and accurate results, increase productivity, and enable staff to assume greater responsibilities within their respective assignments. In an effort to maintain the standard of continuing education for all forensic technical staff, it is necessary to provide a wide variety of specialized training opportunities.

Implementation of Strategic Plan Goals

The Program is consistent with the County's Strategic Plan; Goal III.1.1 – Develop Staff Through High Quality Multi-Disciplinary Approaches to Training, by providing required continuing education to forensic analysts; and Goal III.2.3 – Prioritize and Implement Technology Initiatives that Enhance Service Delivery and Increase Efficiency, by reducing the number of backlogged cases as analysts and examiners apply new knowledge and skills to improve their accuracy and productivity.

FISCAL IMPACT/FINANCING

This will be the 15th year of funding for the Program. The grant period is from January 1, 2020 through December 31, 2020.

Grant funds in the amount of \$150,042 will be used to fund Services and Supplies for forensic technical staff to attend training, travel expenses, and office/laboratory supply purchases.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On November 26, 2019, the Department submitted an application in response to Cal OES's Program grant solicitation. Prior to our application submission, Cal OES advised the Department was pre-selected to be a grant recipient of \$150,042 with no match requirement.

Under the requirements of Cal OES, the applicant must complete a Certificate of Assurance of Compliance form signed by the Governing Body that includes details regarding the requirements of Federal Grant Funds, Equal Employment Opportunity, Drug-Free Workplace Act of 1990, California Environmental Quality Act, Lobbying, Debarment and Suspension, and Proof of Authority from the City Council/Governing Board. The applicant is required to submit the necessary assurances before the finalization of the grant award agreement.

The Honorable Board of Supervisors
July 7, 2020
Page 4

The agreement will be in effect for 12 months from January 1, 2020 through December 31, 2020.

All forensic supplies purchased with the Program funding will be procured in accordance with the County's purchasing policies and procedures.

The Board letter has been reviewed and the attached Certification of Assurance of Compliance has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Program will have a positive impact on the services currently provided by the Department and will give the Department an opportunity to successfully accomplish its mission, goals, and objectives.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter and two signed copies of the Certification of Assurance of Compliance to the Department's Grants Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

AV:jc
(Financial Programs Bureau/Grants 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
John P. Burcher, A/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
Richard F. Martinez, Director, Financial Programs Bureau (FPB)
Karen J. Anderson, Assistant Director, FPB, Grants Unit
Vanessa C. Chow, Sergeant, ASD
Elida D. Rodriguez, Administrative Services Manager III, FPB, Grants Unit
Erica M. Saavedra, Deputy ASD
Adam R. Wright, Deputy, ASD
Karla K. Taylor, Supervising Criminalist, TSD, Scientific Services Bureau
Colleen A. Murphy, Grants Supervisor, FPB, Grants Unit
Janalyn Caliman Grants Analyst, FPB, Grants Unit
(Grants – Coverdell Program 07-14-20 (Rescind))

CERTIFICATION OF ASSURANCE OF COMPLIANCE
Paul Coverdell Forensic Science Improvement Act (FSIA) Fund

The Applicant must complete a Certification of Assurance of Compliance - FSIA (Cal OES 2-104e), which includes details regarding federal grant funds, the Equal Employment Opportunity, Drug Free Workplace Compliance, California Environmental Quality Act, Lobbying, Debarment and Suspension requirements, Proof of Authority from City Council/Governing Board, Civil Rights Compliance, and the special conditions for Subaward with the above mentioned fund. The Applicant is required to submit the necessary assurances and documentation before finalization of the Grant Subaward. In signing the Grant Subaward Face Sheet, the Applicant formally notifies Cal OES that the Applicant will comply with all pertinent requirements.

Resolutions are no longer required as submission documents. Cal OES has incorporated the resolution into the Certification of Assurance of Compliance, Section VII, entitled, "Proof of Authority from City Council/Governing Board." The Applicant is required to obtain written authorization (original signature) from the City Council/Governing board that the official executing the Grant Subaward is, in fact, authorized to do so, and will maintain said written authorization on file and readily available upon demand. This requirement does not apply to state agencies.

CERTIFICATION OF ASSURANCE OF COMPLIANCE
Paul Coverdell Forensic Science Improvement Act (FSIA) Fund

I, Timothy K. Murakami hereby certify that
(official authorized to sign; same person as Section 15 on Grant Subaward Face Sheet)

Subrecipient: Los Angeles County

Implementing Agency: Los Angeles County Sheriff's Department

Project Title: 2019 Paul Coverdell Forensic Science Improvement

is responsible for reviewing the *Subrecipient Handbook* and adhering to all of the Grant Subaward requirements (state and/or federal) as directed by Cal OES including, but not limited to, the following areas:

I. Federal Grant Funds

Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to Office of Management & Budget (OMB) Uniform Guidance 2 Code of Federal Regulations (CFR) Part 200, Subpart F and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the *Subrecipient Handbook* for more detail.

- ☒ The above named Subrecipient receives \$750,000 or more in federal grant funds annually.
- ☐ The above named Subrecipient does not receive \$750,000 or more in federal grant funds annually.

II. Equal Employment Opportunity – (Subrecipient Handbook Section 2151)

It is the public policy of the State of California to promote equal employment opportunity (EEO) by prohibiting discrimination or harassment in employment because of race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age, sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law. **Cal OES-funded projects certify that they will comply with all state and federal requirements regarding EEO, nondiscrimination, and civil rights.**

Equal Employment Opportunity Officer: Jessica P. Brothers

Title: Lieutenant, Bureau of Labor Relations and Compliance

Address: 211 West Temple St., Los Angeles, CA 90012

Phone: (213) 229-1614

Email: JPBrothe@lasd.org

III. Drug-Free Workplace Act of 1990 – (Subrecipient Handbook, Section 2152)

The State of California requires that every person or organization subawarded a grant or contract shall certify it will provide a drug-free workplace.

IV. California Environmental Quality Act (CEQA) – (Subrecipient Handbook, Section 2153)

The California Environmental Quality Act (CEQA) (*Public Resources Code, Section 21000 et seq.*) requires all Cal OES-funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliance with CEQA requirements.

V. Lobbying – (Subrecipient Handbook Section 2154)

Cal OES grant funds, grant property, or grant-funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

VI. Debarment and Suspension – (Subrecipient Handbook Section 2155)

(This applies to federally-funded grants only.)

Cal OES-funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department of agency.

VII. Proof of Authority from City Council/Governing Board – (Subrecipient Handbook Section 1350)

The above-named organization (Applicant) accepts responsibility for and must comply with the requirement to obtain a signed resolution from the City Council/Governing Board in support of this Program. The Applicant must provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of Cal OES, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Grant Subaward, including civil court actions for damages, shall be the responsibility of the grant Subrecipient and the authorizing agency. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from Cal OES shall not be used to supplant expenditures controlled by the City Council/Governing Board.

The Applicant is required to obtain written authorization from the City Council/Governing Board that the official executing this Grant Subaward is, in fact, authorized to do so. The Applicant is also required to maintain said written authorization on file and readily available upon demand.

VIII. Civil Rights Compliance

The Subrecipient complies with all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices and does not use federal financial assistance to engage in explicitly religious activities.

IX. Special Condition for Grant Subaward with Paul Coverdell Forensic Improvement Act Program Funds

1. Applicability of Part 200 Uniform Requirements

The Subrecipient must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and Subawards ("Subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the Subrecipient must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the Subrecipient must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Subrecipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The Subrecipient must to comply with the DOJ Grants Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The Subrecipient must comply with the DOJ Grants Financial Guide.

3. Hiring Documents

The Subrecipient must keep, maintain, and preserve all documentation (such as Form I-9s or equivalents) regarding the eligibility of employees hired using the funds.

4. Requirement to report actual or imminent breach of personally identifiable information (PII)

The Subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it – (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

5. All Subawards ("Subgrants") must have specific federal authorization

The Subrecipient must comply with all applicable requirements for authorization of any Subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "Subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any Subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All Subawards ("Subgrants") must have specific federal authorization), and are incorporated by reference here.

6. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The Subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of

federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a Subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

7. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used.

a. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no Subrecipient may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

b. Monitoring

The Subrecipient's monitoring responsibilities include monitoring of compliance with this condition.

c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and

allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of construction

- o The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor, grant Subrecipient, agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- o Nothing in this condition shall be understood to authorize or require any Subrecipient or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

8. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP authority to terminate award)

The Subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipients, Subrecipients ("Subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Subrecipient or of any Subrecipient.

The details of the Subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by Subrecipients and Subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

9. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ, the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The Subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition:

Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

10. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

The Subrecipient must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

11. OJP Training Guiding Principles

Any training or training materials that the Subrecipient develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

12. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

The Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

14. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any

applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to Subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients and Subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

15. Restrictions on "Lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the Subrecipient, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the Subrecipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, Subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Subrecipient would or might fall within the scope of these prohibitions, the Subrecipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

16. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any Subrecipient ("Subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at

<https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a Subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

17. Reporting Potential Fraud, Waste, & Abuse

The Subrecipient must promptly refer to DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

18. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

No Subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this award, the Subrecipient:

- o Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
 - b. If the Subrecipient does or is authorized under this award to make Subawards, procurement contracts, or both:
 - It represents that (1) it has determined that no other entity that the Subrecipient's application proposes may or will receive award funds (whether through a Subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - It certifies that, if it learns or is notified that any Subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
19. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subrecipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

20. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Subrecipient understands that DOJ encourages Subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

21. Use of Funds; No Research

Funds provided under this Subaward shall be used only for the purposes and types of expenses set forth in the Request for Application. Funds shall not be used for general law enforcement functions or non-forensic investigatory functions, and shall not be used for research or statistical projects or activities. Use of Subaward funds for construction of new facilities is restricted by statute. Any questions concerning this provision should be directed to the Cal OES Program Specialist prior to incurring the expense or commencing the activity in question.

Performance Measures

To ensure compliance with the Government Performance and Results Act (Pub. L. No. 103-62) and the GPRA Modernization Act of 2010 (Pub. L. No. 111-352), program performance under this Subaward is measured by the following:

- o Percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency (calculated by reporting the average number of days to process a sample at the beginning of the grant period versus the average number of days to process a sample at the end of the grant period);
- o Percent reduction in the number of backlogged forensic cases (calculated by reporting the number of backlogged forensic cases at the beginning of the grant period versus the number of backlogged forensic cases at the end of grant period), if applicable to the Subaward; and
- o The number of forensic science or medical examiner/coroner's office personnel who completed appropriate training or educational opportunities with these Coverdell funds, if applicable to the Subaward. Subrecipients are required to collect and report data relevant to these measures.

22. The Subrecipient understands and agrees that gross income (revenues) from fees charged for forensic science or medical examiner services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied in the Department of Justice (DOJ) Grants Financial Guide, as it may be revised from time to time. The recipient further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF 425) and are subject to audit.

The Subrecipient understands and agrees that program income earned during the award period may be expended only for permissible uses of funds specifically identified in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program. The recipient further understands and agrees that program income earned during the award period may not be used to supplant State or local government funds, but instead may be used only to increase the amount of funds that would, in the absence of Federal funds or program income, be available from State or local government sources for the permissible uses of funds listed in the solicitation.

The Subrecipient understands and agrees that program income that is earned during the final ninety (90) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the ninety-day (90-day) period following the end of the award period. The recipient further understands and agrees that any program income earned during the award period that is not obligated and expended within ninety (90) days of the end of the award period must be returned to OJP.

23. The Subrecipient acknowledges that, as stated in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program, NIJ assumes that Subrecipients of Coverdell funds will make use of the process referenced in their certification as to external investigations and will refer allegations of serious negligence or misconduct substantially affecting the integrity of forensic results to government entities with an appropriate process in place to conduct independent external investigations, such as the government entity (or entities) identified in the grant application. The recipient shall submit the following information as part of its final report: (1) the number and nature of any allegations of serious negligence or misconduct substantially affecting the integrity of forensic results received during the 12-month period of the award; (2) information on the referrals of such allegations (e.g., the government entity or entities to which referred, the date of referral); (3) the outcome of such referrals (if known as of the date of thereport); and (4) if any such allegations were not referred, the reason(s) for the non-referral. Should the project period for this award be extended, the recipient shall submit the above information as to the first twelve months of the award as part of the first semi-annual progress report that comes due after the conclusion of the first twelve months of the project period, and shall submit the required information as to subsequent twelve-month periods every twelve months

thereafter (as part of a semi-annual progress report) until the close of the award period, at which point the recipient shall submit the required information as to any period not covered by prior reports as part of its final report. The recipient understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis.

24. To assist in information sharing, the award Subrecipient shall provide the Cal OES grant manager with a copy of publications (including those prepared for conferences and other presentations) resulting from this award, prior to or simultaneous with their public release. NIJ defines publications as any written, visual or sound material substantively based on the project, formally prepared by the award recipient for dissemination to the public. Submission of publications prior to or simultaneous with their public release aids NIJ in responding to any inquiries that may arise. Any publications - excluding press releases and newsletters - whether published at the recipient's or government's expense, shall contain the following statement: "This project was supported by Award No. _____, awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice." This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.
25. The Subrecipient shall transmit to the Cal OES grant manager copies of all official award-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by Cal OES and NIJ where appropriate and to respond to press or public inquiries.
26. Copyright; Data Rights

The Subrecipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under Subaward; and (2) any rights of copyright to which a Subrecipient purchases ownership with Federal support.

The Subrecipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under a Subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227- 14 (Rights in Data - General).

It is the responsibility of the Subrecipient to ensure that this condition is included in any Subaward under this Subaward.

The Subrecipient has the responsibility to obtain from Subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the Subrecipient's obligations to the Government under this Subaward. If a proposed Subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the Subrecipient shall promptly bring such refusal to the attention of the Cal OES Program Specialist for the Subaward and not proceed with the agreement in question without further authorization from Cal OES.

27. The Subrecipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this Subaward.

Environmental Assessment (EA): The Subrecipient agrees and understands that funded activities (whether conducted by the Subrecipient or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

Modifications: Throughout the term of this Subaward, the Subrecipient agrees that for any activity that is the subject of a completed EA, it will inform Cal OES of (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The Subrecipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

All appropriate documentation must be maintained on file by the project and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Subrecipient may be ineligible for Subaward of any future grants if the Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Authorized Official's Signature: _____

Authorized Official's Typed Name: Timothy K. Murakami

Authorized Official's Title: Undersheriff

Date Executed: _____

Federal Employer ID #: 956000927 Federal DUNS # 028950678

Current System for Award Management (SAM) Expiration Date: 02/20/2021

Executed in the City/County of: Los Angeles, Los Angeles County

AUTHORIZED BY: (not applicable to State agencies)

☐ City Financial Officer

☐ County Financial Officer

☐ City Manager

☐ County Manager

☒ Governing Board Chair

Signature: _____

Typed Name: Kathryn Barger

Title: Chair, Board of Supervisors

Approved as to Form
By: Michelle Lopez
Prin. Dep. County Court



COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-24
www.fire.lacounty.gov

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

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DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

July 7, 2020

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 CONTRACT WITH PSI SERVICES, LLC FOR FIRE FIGHTER EXAMINATION AND VALIDATION STUDY SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to establish a contract with PSI Services LLC (PSI), to provide Fire Fighter Trainee (FFT) Examination and Validation Study Services to assist the District in upcoming FFT examination and validation processes.

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 PSI to provide FFT Examination and Validation Study services.
2. Authorize the maximum contract sum of \$1,890,900, including the initial three-year term, two one-year extension options, and twelve month-to-month extension options. The maximum contract sum is comprised of annual expenditures not to exceed \$286,500 per contract year, plus a ten percent annual contingency of \$28,650 for unforeseen emergent circumstances for a total annual contract sum of \$315,150.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLEN DORA
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK

INDUSTRY
INGLEWOOD
IRVINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWNDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES

PARAMOUNT
PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

3. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary, including the extensions and contingencies as described in recommendation two above, 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 ACTION

The recommended actions will enable the District to obtain Fire Fighter Examination and Validation Study services; online and written assessment and examination processes; and materials in order to develop a list of qualified candidates for the position of fire fighter.

The County of Los Angeles Department of Human Resources (DHR) provided consultation in the development of the Request for Proposal (RFP) and Statement of Work (SOW) and participated in the evaluation process resulting in the recommendation to proceed with a contract with PSI.

The services provided by PSI will include an un-proctored prescreen assessment, a written proctored test, and a structured interview. The un-proctored prescreen assessment will allow the District to assess a high volume of candidates in an efficient manner while identifying those candidates who possess job-related attributes associated with success as a fire fighter. Candidates who pass the prescreen will be invited to the written test, and those successful in the written test will be invited to the interview. This procedure will identify the most qualified candidates while maximizing the efficiency of innovative testing techniques.

Approval of the recommended actions will ensure the District is able to meet its goal of conducting a new exam process in the near future.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by ensuring that resources are expended in a responsible, efficient and strategic manner. The implementation of this contract, along with the increased requirement for professionalism and expertise, promotes and further enhances the District's goals as well.

FISCAL IMPACT/FINANCING

The number of test administrations will be based upon the hiring needs of the District; therefore, PSI is not guaranteed a fixed workload as the services will be requested on an as-needed basis.

Sufficient funding is available in the District's Fiscal Year 20-21 Adopted Budget. There is no impact to net County cost. The District will allocate funds annually to obtain required services as necessary. This contract includes an allowance for Cost of Living Adjustment (COLA) after the initial three-year base contract term.

The District's budgeted contract expenditure for these services is \$286,500 per contract year, plus a ten percent annual contingency of \$28,650 for unforeseen emergent circumstances for a total annual maximum contract sum of \$315,150.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

PSI has over 70 years of assessment experience and a track record of successful development, validation, and implementation of tests used to select fire fighters nationwide, including some of the largest fire districts in the country. The contracted services will be used develop a list of qualified candidates for the position of fire fighter.

Positions in the fire fighter class are allocable only to the District. Incumbents participate in a basic emergency medical services and firefighting training program involving both field and classroom instruction prior to appointment as a fire fighter. They must have the mental ability to assimilate classroom instructions, physical skill, stamina, the coordination to become proficient in all firefighting and rescue techniques and the physical ability to provide quality care to people in need due to emergencies involving medical issues, fire suppression, and other emergency and non-emergency situations.

PSI has demonstrated the ability to assist in large public safety examination processes and is well-suited for a close professional working relationship with the District and DHR to accomplish this major effort within a very tight timeframe. PSI has a strong history in the development and validation of written, oral, and physical ability tests, as well as medical, psychological, and background screens for entry-level public safety positions. PSI is the incumbent firm; however, the last contract with PSI expired on June 16, 2020, and a new examination process is needed to ensure the continued availability of a qualified, diverse candidate pool.

The attached contract provides that the District has no obligation to pay for expenditures incurred by PSI beyond the contract pricing mechanisms. Furthermore, PSI will not be asked to perform services that exceed the approved scope of work. PSI will comply with all Board and CEO requirements, including contractor Employee Jury Service, Safely Surrendered Baby Law, and the Defaulted Property Tax Reduction Program, and agrees to maintain compliance with all requirements throughout the term of the contract. The Chief Executive Office (CEO) Risk Management Branch reviewed the contract prior to the release of the solicitation and concurred with the provisions relating to insurance and indemnification. The contract has been approved as to form by County Counsel and has been signed by PSI. On final analysis and consideration of the award, PSI was selected without regard to race, color, creed, or national origin.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

On February 20, 2020, the District released a Request for Proposals (RFP) to solicit proposals for FFT Examination and Validation Study services. The solicitation was open for a period of six weeks. In addition to posting the announcement on the County's WebVen portal and the District's contracting website, the District also advertised the solicitation in the Los Angeles Times in an effort to maximize outreach.

On March 31, 2020, the District received one proposal from PSI. The proposal was forwarded to an evaluation committee for review and scoring. The evaluation committee was comprised of subject matter experts from DHR and the District. The committee's evaluation was based on criteria set forth in the RFP, which included price, qualifications, experience, references, approach, and quality control. Upon completion of the evaluation and based on an informed averaging scoring process, it was determined that PSI possessed the qualifications, experience and knowledge to provide the required services to the District.

The District reviewed the Contractor Alert Reporting Database to assess PSI's past performance, negative experiences, and complaints with other agencies and confirmed that there are no negative findings or complaints against PSI that would prevent PSI from contracting with the District.

PSI submitted several exceptions to the Contract in its proposal, however, with assistance and concurrence from County Counsel, the District completed contract negotiations and PSI agreed to the terms and conditions as described in the attached Contract.

IMPACT ON CURRENT SERVICES

The approval of this contract will ensure that the District is able to meet its goal of conducting future FFT examinations. Approval of the recommended actions will support the District's ability to support and replenish its firefighting ranks.

Award of this contract will not result in the displacement of any County employees as these services are presently obtained from PSI through a contract approved by your Board in 2014. The contract will not result in a reduction of service and there is no change in risk exposure to the County.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped Board Letter to the following:

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

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

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:cs

Enclosures

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel
Department of Human Resources

CONTRACT



BY AND BETWEEN

**CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY**

AND

PSI SERVICES LLC

FOR

**FIRE FIGHTER TRAINEE EXAMINATION AND
VALIDATION STUDY**

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**CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY
AND
PSI SERVICES LLC
FOR
FIREFIGHTER EXAMINATION AND VALIDATION STUDY**

This Contract ("Contract") made and entered into this ____ day of July, 2020 by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and PSI Services LLC, hereinafter referred to as "Contractor." Contractor is located at 611 North Brand Blvd., 10th Floor, Glendale, CA 91203.

RECITALS

WHEREAS, the District is authorized to enter into this Contract for the exercise of its powers under California Health and Safety Code Section 13861; and

WHEREAS, the District may contract with private businesses for "professional services and technical support" when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing "professional services and technical support" to the District; 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, C, 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 - Contractor's EEO Certification
- 1.4 Exhibit D - District's Administration
- 1.5 Exhibit E - Contractor's Administration
- 1.6 Exhibit F - Contractor Acknowledgement and Confidentiality Agreement
- 1.7 Exhibit G - Jury Service Ordinance
- 1.8 Exhibit H - Safely Surrendered Baby Law
- 1.9 Exhibit I - Information Security Requirements

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 **Board of Supervisors (Board)**: The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.
- 2.2 **Contract**: 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

- 2.3 **Contractor**: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into a5n agreement with the District to perform or execute the work covered by this contract.
- 2.4 **Contractor Project Manager**: The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.5 **County**: The County of Los Angeles, a political subdivision of the State of California.
- 2.6 **Day(s)**: Calendar day(s) unless otherwise specified.
- 2.7 **District**: The Consolidated Fire Protection District of Los Angeles County.
- 2.8 **District Project Director**: 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 **District Project Manager**: Person designated by District's Project Director to manage the operations under this contract.
- 2.10 **Fiscal Year**: The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.11 **Statement of Work**: The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.12 **Subcontract**: An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.13 **Subcontractor**: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.

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 three (3) years commencing on July __, 2020 and after approval by County's Board of Supervisors, and execution by the Fire Chief or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The District shall have the sole option to extend this Contract term for up to two additional one (1) year periods, and twelve (12) month to month extensions, for a maximum total Contract term of six (6) years, pursuant to the same terms and conditions. Each such extension option may be exercised at the sole discretion of the Fire Chief or his designee, as authorized by the County's Board of Supervisors.
- 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 District will exercise a contract term extension option.
- 4.4 The Contractor shall notify the District when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit D - District's Administration.

5 CONTRACT SUM

5.1 Maximum Contract Sum

- 5.1.1 The amount the District shall expend from its own funds during the Contract's maximum total Contract term shall not exceed, in aggregate, \$1,890,900 (Maximum Contract Sum) including the yearly Contract amount of \$286,500; and ten (10) percent contingency of \$28,650 per Contract year. The maximum total Contract term includes an initial three (3) year period, with two (2) additional one-year and twelve (12) month-to-month Contract Term Extension options.
- 5.1.2 The Maximum Contract Sum shall be the maximum monetary amount available that is payable by the District to the Contractor for supplying all the Services, Deliverables, Work, etc. provided by the Contractor under this Contract as set forth in Exhibit B, Pricing Sheet. Pricing rates for all Firefighter

examination and validation study services will coincide with Exhibit B, Pricing Sheet.

This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum. The Contractor shall perform and complete all Services required of the Contractor under this Contract as set forth in Exhibit B (Pricing Sheet), but in any event, not in excess of the Maximum Contract Sum.

- 5.1.3 The Contractor acknowledges and agrees the Maximum Contract Sum is an all-inclusive, not-to-exceed price that cannot be adjusted for any costs or expenses whatsoever of Contractor. This Contract includes the full amount of compensation and reimbursement the District will be asked to provide to the Contractor in order for the Contractor to fully perform all of its obligations under this Contract, with such amount of compensation and reimbursement subject to any executed Amendments if applicable. The Contractor understands the District is entering into this Contract in reliance upon the premise that the Contractor shall fully perform all of its obligations under this Contract without seeking any additional compensation or reimbursement beyond that already provided for in this Contract, subject to any Amendments, if applicable. It is the Contractor's risk and responsibility to achieve and timely deliver the Services in accordance with the requirements of the Contract.
- 5.1.4 Effective upon the expiration of the Contract's third year, the contract allows for the renewal options that includes two (2) one-year period extensions and twelve (12) month to month extensions, at the sole discretion of the Fire Chief or his designee. In accordance with Sub-paragraph 5.6, Cost of Living Adjustment (COLA), COLAs on labor fees are allowed after the first three (3) years of the contract.

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.

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 D, 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 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the

month of service. The invoices should be submitted in a complete and timely manner for payment processing.

5.5.5 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:

1. rowena.hernandez@fire.lacounty.gov for review and approval of all invoices; and
2. ffpod@fire.lacounty.gov for review and approval of all invoices; and
3. 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 **or** unit cost per item
- 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.

5.5.6 District Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the District's 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.

Payment of all completed work shall be contingent upon approval of itemized invoices by District's Authorized representative. Other than the process or rates submitted by the contractor, no estimate of cost furnished by either of

the parties shall be construed as determining the compensation.

5.5.7 Local Small Business Enterprises – Prompt Payment Program *(if applicable)*

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)

After the initial three (3) year Contract term, and 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. 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 contracting department(s), shall decide whether to approve exemption requests.

5.8 Travel

All travel-related costs are the responsibility of the Contractor. *The District will not be responsible for paying or reimbursing Contractor for any travel related costs.*

6 ADMINISTRATION OF CONTRACT – DISTRICT

DISTRICT ADMINISTRATION

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

6.1 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.

- Make authoritative decisions on contractual or administrative matters relating to this Contract that cannot be resolved by the District Contract Administrator.

6.2 District's Project Manager

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

6.3 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.

6.4 District's Contract Monitor

The District's Project Monitor is responsible for monitoring of this Contract. The Project Monitor reports to the District's Contract Administrator.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

Contractor Administration

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

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit E (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.

7.1.2 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 the District's Project Manager on a regular basis.

7.2 Approval of Contractor's Staff

District 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's Project Manager.

7.3 Contractor's Staff Identification

Contract shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge. All of Contractor's employees are required to have an Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

7.3.1 Contractor personnel may be asked by a District representative to leave a District facility if they do not have the proper ID badge on their person and Contractor personnel must immediately comply with such request.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract, 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. **The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.**

If a member of Contractor's staff does not pass the background investigation, 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 not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

7.4.2 District shall 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.

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

7.5 Confidentiality

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

7.5.2 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 this Paragraph 7.5, as

determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.5 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, as determined by District in its sole judgment, 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 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 District without District's prior written approval.

- 7.5.3 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 and Confidentiality Agreement," Exhibit F.

- 7.5.4 Contractor shall also sign and adhere to the provisions of the "Information Security Requirements," Exhibit I.

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 Fire Chief or his designee.
- 8.1.2 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 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. 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 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. 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 The contractor shall notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.

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. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of District in accordance with applicable provisions of this Contract.

8.2.4 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, 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 without District's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, District 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 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. Except as set forth in the preceding sentence, the contractor shall continue to provide all of the services set forth in this Contract.

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 ten (10) 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 five (5) business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to 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 County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment, absent any act or omission or negligence by County, its officers, employees, and agents, (etc.). If the County's act, or omission or negligence is at issue, the County and Contractor, acting in good faith, shall have up to three (3) months from the County's notice to Contractor of a potentially indemnifiable claim, to determine any act or omission or negligence by

County, its officers employees and agents (etc.) and absent any such determination, Contractor shall indemnify, defend, hold harmless County as stated in the preceding sentence. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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 C (Contractor's EEO Certification).

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of 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 G 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 County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with 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

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, 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 job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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 County 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 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 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. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or

terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board 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 H, 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 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 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 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.

8.20 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 and the District is able to benefit from utilizing the specific type of goods and services Contractor is providing under this Agreement during the force majeure event, contractor agrees to use commercially reasonable efforts to obtain the specific type of goods or services from other sources who are able to provide those specific types of goods and services Contractor is providing under this Agreement during the same force majeure event, if available, 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 7.5 (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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

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

County 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. The District reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any 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 County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the 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 County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor shall provide District with, or contractor's insurance policies shall contain a provision that District 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 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 County 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 County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County 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.

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

County 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.

8.25 **Insurance Coverage**

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

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

8.25.4.1 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 Liquidated Damages

8.26.1 If, in the judgment of the Fire Chief or his designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief or his 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 District, will be forwarded to the contractor by the Fire Chief or his designee, in a written notice describing the reasons for said action.

8.26.2 If the Fire Chief or his designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief or his designee, deems are correctable by the contractor over a certain time span, the Fire Chief or his 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 Fire Chief, or his designee, 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, or as specified in the Exhibit 2 (Performance Requirements Summary (PRS) Chart) of Statement of Work Exhibits hereunder, and that the contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the total costs incurred by the District for completion of the work by an alternate source, whether it be District forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the District, as determined by the District.

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

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

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 C (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, subject to Contractor's security policies and procedures, shall allow District representatives access to the contractor's employment records, which all information viewed shall be considered confidential, 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 his 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 H, 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 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 County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 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 and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and

Administration Handbook. 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 or copy any pertinent transaction, activity, or record relating to this Contract during regular business hours, at District's sole expense, no more frequently than once per calendar year, on a mutually agreed upon date but no less than 30 days' advance notice, and subject to Contractor's security policies and procedures over its facilities and systems. 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 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

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 District shall make a reasonable effort to maintain the confidentiality of such audit report(s). 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 District 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 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the District.

8.40.3 The contractor shall indemnify, defend, 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.

8.40.4 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 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this District right.
- 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 and subcontractor employees. After approval of the subcontract by the District, contractor shall forward a fully executed subcontract to the District for their files.
- 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
5801 S. Eastern Avenue, Suite 100
Commerce, CA 90040
Attn: Contracts Section**

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 District 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, upon thirty (30) days' notice to Contractor, 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 thirty (30) 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
 - 8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of 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 five (5) 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, 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 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 District 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 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/>). 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.

8.58 Prohibition from Participation in Future Solicitation(s)

Neither a Contractor, subsidiary of nor Subcontractor to Contractor, nor a Proposer shall participate, in any way, in any future solicitations conducted by the District that includes or is based upon any services rendered by the Contractor/Proposer under this Agreement. As this prohibition applies to Subcontractors of the Contractor, the Contractor shall notify any Subcontractors providing services under this Agreement of this prohibition before they commence work. Any response to a solicitation submitted by the Contractor/Proposer, or by any subsidiary of or Subcontractor to the Contractor/Proposer in violation of this provision shall be rejected by the District. This provision shall survive the expiration, or other termination of this Agreement.

9 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- 9.1.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.1.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained

immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.2 Patent, Copyright and Trade Secret Indemnification

9.2.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of 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.

9.2.2 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.

9.2.3 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.

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Mandatory Requirement to Register on County's WebVen

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven>. County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

9.7 Data Destruction

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

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

9.8 Limitation on Corporate Acts

9.8.1 Contractor shall not move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said action. If Contractor takes action that materially affects the performance of this Contract, Contractor shall notify the District's Contract Administrator in writing, within thirty (30) days. 9.8.2 If, after good faith consultation with Contractor, District, in the District's sole discretion, reasonably believes that any dissolution or transfer of assets taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:

9.8.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.

9.8.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.

9.8.2.3 Terminate this Contract pursuant to Paragraph 8.43 (Termination for Default).

9.9 Modifications

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by the District. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

9.10 Remedies of Non-Compliance

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); debarment; and/or termination of Contract. The District shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

9.11 Suspension

9.11.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.

9.11.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.

9.11.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the

date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.

- 9.11.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.
- 9.11.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

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 ____ day of July, 2020.

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

By _____
Fire Chief

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Senior Deputy County Counsel



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

July 7, 2020

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:

**REQUEST AUTHORIZATION TO ACCEPT GRANT FUNDS FROM THE
CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
2018 AND 2019 PAUL COVERDELL
FORENSIC SCIENCE IMPROVEMENT GRANT PROGRAM
FOR FISCAL YEAR 2020-21
AND APPROVE AN APPROPRIATION ADJUSTMENT
(ALL DISTRICTS) (4-VOTES)**

SUBJECT

The Department of Medical Examiner-Coroner (DMEC) requests that your Board authorize the Chief Medical Examiner-Coroner to accept and implement the 2018 and 2019 California Coverdell Grant (Catalog of Federal Domestic Assistance #16.742) awards in the amounts of \$78,228 and \$73,265, respectively, from the California Governor's Office of Emergency Services (Cal OES) Paul Coverdell Forensic Science Improvement Grants Program (Coverdell Grant Program) via the U.S. Department of Justice, Office of Justice Programs (OJP), National Institute of Justice (NIJ), provide authorization to accept and implement future awards and/or amendments from the Cal OES Coverdell Grant Program, and approve an Appropriation Adjustment.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Chief Medical Examiner-Coroner to accept the 2018 and 2019 California Coverdell Grant awards of \$78,228 and \$73,265, respectively, encompassing the performance period of January 1, 2019 through December 31, 2020.

Accreditations:

National Association of Medical Examiners (Provisional)
California Medical Association-Continuing Medical Education
Accreditation Council for Graduate Medical Education

ANAB ISO/IEC 17025:2005 Forensic Science Testing Laboratories
Peace Officer Standards and Training Certified

Law and Science Serving the Community

2. Delegate authority to the Chief Medical Examiner-Coroner, or designee, to execute and submit all required Coverdell Grant Program documents to Cal OES, including but not limited to agreements, amendments, extensions, and payment requests that may be necessary for completion of this program that do not increase Net County Cost.
3. Delegate authority to the Chief Medical Examiner-Coroner, or his designee, to apply for, accept, and implement all grant awards from the Cal OES Coverdell Grant Program in future Fiscal Years (FYs) and to execute all required grant award documents, including but not limited to, applications, agreements, amendments, extensions, and payment requests, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
4. Approve the attached Appropriation Adjustment (Attachment A) of \$153,000 (\$70,000 for Services and Supplies and \$83,000 for Capital Assets-Equipment), offset with grant funding, for FY 2020-21.

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendations 1 and 2 will allow DMEC to accept the 2018 and 2019 California Coverdell Grant awards in the amounts of \$78,228 and \$73,265, respectively, from the Cal OES California Coverdell Grant Program, which will be used to provide appropriate forensic science training for staff and to purchase equipment that will improve productivity, quality, and timeliness of DMEC mission critical services.

Each year the Cal OES OJP NIJ allocates funds under the Paul Coverdell Forensic Science Improvement Program. These funds are allocated to state and local governments for one or more of three purposes:

1. To carry out all or a substantial part of a program intended to improve the quality and timeliness of forensic science or medical examiner services in the state, including those services provided by laboratories operated by the state and those operated by units of local government within the state.
2. To eliminate a backlog in the analysis of forensic science evidence, including, among other things, a backlog with respect to firearms examination, latent prints, toxicology, controlled substances, forensic pathology, questioned documents and trace evidence.
3. To train, assist and employ forensic laboratory personnel as needed to eliminate such a backlog.

Approximately 25% of funds are allocated to state and local governments through a competitive process.

The DMEC plans to improve the quality and credibility of the Forensic Medicine and Forensic Laboratories Bureaus by providing a financial means for staff, including deputy medical examiners, investigators, and criminalists, to attend classes, conferences and seminars to obtain continuing education. Attending nationally recognized conferences, workshops and courses will enable the practitioners to stay current and receive relevant information in the constantly evolving field of medicolegal death investigation.

The DMEC also plans to utilize grant funding for equipment purchases, such as racks for decedent transportation vehicles and a multi-head microscope, to improve the quality and timeliness of medicolegal death investigation and related services.

Approval of Recommendation 3 will allow DMEC to apply for, accept, and implement future awards and/or amendments that are consistent with the requirements of the forthcoming Coverdell Grant Program awards. This authority is being requested to enhance DMEC's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Implementation of Strategic Plan Goals

The recommended actions support Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by ensuring that resources are available to assist the DMEC in carrying out its mission, and providing essential services to the public in a responsible, efficient, and strategic manner.

FISCAL IMPACT/FINANCING

Board approval of the attached Appropriation Adjustment will allow sufficient funding in the DMEC's Services & Supplies appropriation in the amount of \$70,000 for various trainings, as well as sufficient funding in the DMEC's Capital Assets-Equipment appropriation in the amount of \$83,000 for equipment purchases, to be used during FY 2020-21. Any additional costs resulting from higher than estimated actual costs will be paid through the DMEC's operating budgets for FY 2020-21. However, no impact to Net County Cost is anticipated.

The 2018 Coverdell Grant Program appropriation breakdown is \$33,183 for Services & Supplies and \$45,045 for Capital Assets-Equipment, totaling \$78,228 (Attachment B).

The 2019 Coverdell Grant Program appropriation breakdown is \$36,164 for Services & Supplies and \$37,101 for Capital Assets-Equipment, totaling \$73,265 (Attachment C).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The California Coverdell Grant Program is authorized by the Paul Coverdell Forensic Sciences Improvement Act of 2000, as amended.

Cal OES, OJP, and NIJ have provided the DMEC with specific guidelines for the management and administration of this grant. These guidelines detail the activities and expenditures that are allowable under the grant.

The 2018 Coverdell Grant Program subaward number is #CQ18 08 0190. The 2019 Coverdell Grant Program subaward number is #CQ19 09 0190.

County Counsel has reviewed this Board Letter and recommends approval.

ENVIRONMENTAL DOCUMENTATION

CEQA reporting requirements are not applicable to the activity described herein because it is excluded from the definition of a "project" as a continuing organizational or administrative activity that will not result in direct or indirect physical changes in the environment, pursuant to Section 15378, Title 14, of the California Code of Regulations (CCR). Reporting requirements under the County's Environmental Document Reporting Procedures and Guidelines are also inapplicable under Chapter III, Section 302, Appendix G because this activity qualifies as a Categorically Exempt Project, Class 22 training program involving no physical changes in the DMEC's facility.

In accordance with Title 14 of CCR, Section 15062, the Notice of Exemption for the 2018 Coverdell Grant was filed with the County Clerk on November 5, 2019. Upon the Board's approval of the recommended actions, the DMEC will file the Notice of Exemption for the 2019 Coverdell Grant.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These California Coverdell grants will provide funding to strengthen the DMEC's training programs and acquire equipment to improve medicolegal death investigation. They will improve the quality and timeliness of medicolegal death investigation throughout the County of Los Angeles.

CONCLUSION

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, Administrative Services Manager II.

Sincerely,

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

PINK(1)

BA FORM 05142019

BOARD OF SUPERVISORS
OFFICIAL COPY

July 07, 2020

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

Department of Medical Examiner-Coroner

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE

FY 2020-21

4 - VOTES

SOURCES**USES****MEDICAL EXAMINER - CORONER**

A01-ME-90-9031-19150

FEDERAL GRANTS

INCREASE REVENUE

153,000

MEDICAL EXAMINER - CORONER

A01-ME-2000-19150

SERVICES & SUPPLIES

INCREASE APPROPRIATION

70,000

MEDICAL EXAMINER - CORONER

A01-ME-6030-19150

CAPITAL ASSETS - EQUIPMENT

INCREASE APPROPRIATION

83,000

SOURCES TOTAL

\$ 153,000

USES TOTAL

\$ 153,000

JUSTIFICATION

This appropriation adjustment is necessary to recognize Paul Coverdell Forensic Science Improvement Grant Program subawards #CQ18 08 0190 (Coverdell 2018) and #CQ19 09 0190 (Coverdell 2019) for Fiscal Year 2020-21. Funding will be used by the department to provide forensic science training for staff and to purchase various equipment.

Wendy Myring
 AUTHORIZED SIGNATURE
 Wendy Myring, Administrative Deputy

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR☐ ACTION☒ RECOMMENDATION

AUDITOR CONTROLLER

BY

B.A. NO. 002

DATE

Lafan
 June 8, 2020

☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

Rene Phillips
 BY

DATE

Digitally signed by Rene Phillips
 DN: cn=Rene Phillips, o=County of Los
 Angeles, ou=Chief Executive Office,
 email=RPhillips@co.la-county.gov, c=US
 Date: 2020.06.09 08:53:41 -0700

Attachment B

Cal OES 2-106b (Revised 1/2017)

BUDGET CATEGORY AND LINE ITEM DETAIL

Attachment B

Subrecipient: Los Angeles County Department of Medical Examiner - Coroner		Subaward #: CQ 18 08 0190
B. Operating Expenses		COST
Continuing Education (Travel and Associated Costs)		
1. Society of Forensic Toxicologists (SOFT) Conference: October 13-18, 2019 (San Antonio, TX) Two Criminalists in the Discipline of Toxicology Hotel: 3 people x 5 nights x \$199 per night = \$2985 Airfare: 3 people x \$400 = \$1200 Baggage: 3 people x \$50 = \$150 Shuttle: 3 people x \$32 = \$96		\$4,431
2. California Criminalistic Institute (CCI) DNA Short Tandem Repeat (STR) I Typing and Analysis, 3/4/19-3/8/19, Richmond CA One Criminalist in the laboratory in Discipline of Toxicology and in Discipline of Biology/DNA Hotel & Meals: 1 person x 5 nights x \$207.56 per night = \$1037.80 + \$127.85 (5days x \$25.57) = \$1,165.65 Airfare/Trans. Fees: 1 person x \$205.48 + \$7.00= \$212.48 Baggage: 1 person x \$0= \$0 Shuttle & Parking: 1 person x (\$186.12 + 87.50) = \$273.62		\$1,652
3. The Center for Forensic Science Research & Education, Online Training TBD One Criminalist in Forensic Science Hotel: 1 person x 0 nights x \$ 0 per night = \$0 Airfare: 1 person x \$0 = \$0 Baggage: 1 person x \$0= \$ 0 Shuttle: 1 person x \$0= \$0		\$0
4. International Symposium on Human Identification (ISHI) Conference: September 22-26, 2019 (Palm Springs, CA) One Criminalist in the Discipline of Biology/DNA Hotel: 1 person x 5 nights x \$123.90 per night = \$619.50 Mileage: Meals: 5 days x \$32.41 = \$162.05		\$782
5. National Association of Medical Examiners Conference (NAME): October 18-22, 2019 (Kansas City, Mo) Two Fellows in the Discipline of Pathology Hotel: 2 people x 5 nights x \$200 per night = \$2,000 Airfare: 2 people x \$200 = \$400 Baggage: 2 people x \$50 = \$100 Shuttle: 2 people x \$32 = \$64		\$2,564
6. California Association of Criminalists (CAC) Conference: October 21, 2019 (Ontario, CA) One Criminalist in the Discipline of Toxicology Hotel: 1 person x 0 nights x \$0 per night = \$0 Airfare: 1 person x \$0 = \$0 Baggage: 1 person x \$0 = \$00 Mileage: 1 person x \$0 = \$0		\$0
OPERATING SECTION TOTAL		\$9,428
OPERATING SECTION TOTAL		\$9,428

BUDGET CATEGORY AND LINE ITEM DETAIL

Attachment B

Subrecipient: Los Angeles County Department of Medical Examiner - Coroner		Subaward #: CQ 18 08 0190
B. Operating Expenses		COST
Continuing Education (Travel and associated costs) 7. California Association of Toxicologists (CAT): May 4-6, 2019 (Monterey, CA) One Criminalist in the Discipline of Toxicology Airfare/Trans Fees: 1 person x \$97.96 + \$ 7.00 = \$ 104.96 Parking: 1 person = \$0.00 Hotel: 1 person x 2 nights x \$202.26 per night = \$404.52 Shuttle or Mileage: 1 person = \$236.17 Meals: 1 person = \$ 66.08		\$812
8. Postmortem Interpretive Toxicology Training: April 21-25, 2019, (Philadelphia, PA) One Criminalist in the Discipline of Forensic Science Hotel plus tax: 1 persons x 5 nights x \$254.83 per night = \$1274.15 Airfare/Trans Fees: 1 person x \$388 = \$388 + \$7.00 = \$395.00 Baggage: 1 person x \$0 = \$0.00 Shuttle: 1 person x \$40 = \$40 Meals: 1 person \$82 x 5 days = \$ 410.00 Mileage: \$0		\$2,119
9. California Criminalistic Institute (CCI) DNA Short Tandem Repeat (STR) II Typing and Analysis, 4/8/19-04/12/19, Richmond CA One Criminalist in the laboratory in Discipline of Toxicology and in Discipline of Biology/DNA Hotel & Meals: 1 person x 5 nights x \$207.56 per night = \$1037.80 + \$127.85 (5days x \$25.57) = Airfare/Trans. Fees: 1 people x \$205.48 + \$7.00= \$212.48 Baggage: 1 people x \$0= \$0 Shuttle & Parking: 1 people x (\$186.12 + 87.50) = \$273.62		\$1,652
10. West Coast Training Conference, Time: 4/23/2019-4/25/2019, (Los Angeles, CA) Twenty Six Medical Examiner-Coroner Employees in the Discipline of Toxicology, Pathology, Biology/DNA, Forensic Science, etc..		\$0
OPERATING SECTION TOTAL		\$4,582
OPERATING SECTION TOTAL		\$14,011

BUDGET CATEGORY AND LINE ITEM DETAIL

Attachment B

Subrecipient: Los Angeles County Department of Medical Examiner - Coroner		Subaward #: CQ 18 08 0190
B. Operating Expenses		COST
Continuing Education (Registration & Workshops)		
1. Society of Forensic Toxicologists (SOFT) Conference: October 13-18, 2019 (San Antonio, TX) Three Criminalists in the Discipline of Toxicology Registration: 3 people x \$499 = \$1497 Workshops: 3 people x 1 workshop @ \$200 = \$600		\$2,097
2. California Criminalistic Institute (CCI) DNA Short Tandem Repeat (STR) I Typing and Analysis, 3/4/19-3/8/19, Richmond CA One Criminalist in the laboratory in Discipline of Toxicology and in Discipline of Biology/DNA Registration: 1 person x \$0 = \$0 Workshops: 1 person x \$0 = \$0		\$0
3. The Center for Forensic Science Research & Education, Online Training TBD One Criminalist in Forensic Science Registration: 1 person x \$675 = \$675		\$675
4. International Symposium on Human Identification (ISHI) Conference: September 22-26, 2019 (Palm Springs, CA) One Criminalist in the Discipline of Biology/DNA Registration: 1 person x \$1,350 = \$1,350		\$1,350
5. National Association of Medical Examiners Conference (NAME): October 18-22, 2019 (Kansas City, Mo) Two Fellows in the Discipline of Pathology Registration: 2 people x \$555 = \$1,110		\$1,110
6. California Association of Criminalists (CAC) Conference: October 21, 2019 (Ontario, CA) One Criminalist in the Discipline of Toxicology Registration: 1 person x \$150 = \$150		\$150
7. California Association of Toxicologists (CAT): May 4-6, 2019 (Monterey, CA) One Criminalist in the Discipline of Toxicology Registration: 1 person = \$140		\$140
8. Postmortem Interpretive Toxicology Training: April 21-25, 2019 (Philadelphia, PA) One Criminalist in the Discipline of Forensic Science Registration: 1 person x \$1,200 = \$1200		\$1,200
9. California Criminalistic Institute (CCI) DNA Short Tandem Repeat (STR) II Typing and Analysis, 4/8/19-04/12/19, Richmond CA One Criminalist in the Discipline of Forensic Science Registration: 1 person = 100		\$100
10. West Coast Training Conference, Time: 4/23/2019-4/25/2019 (Los Angeles, CA) Twenty Six Medical Examiner-Coroner Employees in the Discipline of Toxicology, Pathology, Biology/DNA, Forensic Science, etc... Registration: 26 persons x \$475 = \$12,350.00		\$12,350
OPERATING SECTION TOTAL		\$19,172
OPERATING SECTION TOTAL		\$33,183

BUDGET CATEGORY AND LINE ITEM DETAIL

Attachment B

Subrecipient: Los Angeles County Department of Medical Examiner - Coroner		Subaward #: CQ 18 08 0190
C. Equipment		COST
1. Nikon DS-Fi3 5 Megapixel Color CCD Camera and 60" Hi Resolution Monitor for Olympus BH2 Multi-Head Scope with Upgraded Plan Apo Objectives & Accessories . Accessories, Components to add Nikon Camera and 60" Hi Resolution Monitor for Olympus BH2 Multi-Head Scope \$ 11,873.07 Nikon Digital Sight DS-Fi3 camera with CMOS 5.9 pixel sensor & Accessories \$ 4,595.49 Dell Latitude 7390 Configuration 13 of CCPP \$ 1,722.00 TOTAL		\$18,191
2. Rack System for the Transportation Vehicles x2 2 rack systems \$16,780.56 x 2 = \$33,561.12 (- \$6,706.73 - not sufficient budet.[26,854.39] NOTE: This may change as the expenditures after 7/1/19 get updated with the actual amounts).		\$26,854
Equipment Section Totals		
EQUIPMENT SECTION TOTAL		\$45,045
Same as Section 12G on the Grant Subaward Face Sheet		
Total Project Cost		\$78,228

Attachment C

Cal OES 2-106b (Revised 1/2017)

BUDGET CATEGORY AND LINE ITEM DETAIL

Attachment C

Subrecipient: Los Angeles County		Subaward #: CQ 19 09 0190
B. Operating Expenses		COST
Continuing Education (Travel and Associated Costs)		
1. Society of Forensic Toxicologists (SOFT) Conference: September 21-25, 2020 (San Diego, CA) Three Criminalists in the Discipline of Toxicology Hotel: 3 people x 4 nights x \$199 per night = \$2388 Mileage: 3 people x \$200= \$600 Registration: 3 people x \$500= \$1500 Workshops: 3 people x \$150= \$450		\$4,938
2. California Criminalistic Institute (CCI) Forensics Statistics Course, January 6-9, 2020 (Rancho Cordova, CA) Two Criminalists in the laboratory in Discipline of Toxicology and SEM lab Hotel: 2 people x 3 nights x \$208 per night = \$1248 Meals: 2 people x 3 days x \$26= \$156 Airfare/Trans. Fees: 2 people x \$210 = \$420 Shuttle: 2 people x \$20 shuttle x 2 ways = \$80		\$1,904
3. California Criminalistic Institute (CCI) Forensics Statistics Course, January 30-31, 2020 (Riverside, CA) Two Criminalists in the laboratory in Discipline of Toxicology Mileage: 2 people x \$60 = \$120 Meals; 2 people x 2 days x \$26= \$104		\$224
4. International Symposium on Human Identification (ISHI) Conference: September 14-17, 2020 (San Antonio, TX) One Criminalist in the Discipline of Biology/DNA Hotel: 1 person x 3 nights x \$124 per night = \$372 Airfare: 1 person x \$300= \$300 Meals: 3 days x \$26 = \$78 Registration: \$725 Workshop: \$100 per workshop x 3 workshops= \$300		\$1,775
5. National Association of Medical Examiners Conference (NAME): October 9-13, 2020 (Denver, CO) Two Fellows in the Discipline of Pathology Hotel: 2 people x 4 nights x \$200 per night = \$1600 Airfare: 2 people x \$200 = \$400 Shuttle: 2 people x \$30 x 2 ways = \$120 Registration: 2 people x \$800= \$1600		\$3,720
6. California Association of Criminalists (CAC) Conference: April 27-May 1, 2020 (Scotts Valley, CA) One Criminalist in the Discipline of Toxicology Hotel: 1 person x 4 nights x \$189 per night = \$756 Airfare: 1 person x \$120 = \$120 Shuttle: 1 person x \$30 x 2 ways= \$60 Meals: 4 days x \$26= \$104 Registration: \$385		\$1,425
7. The Center for Forensic Science Research & Education, Online Training Course for ABFT certification, Spring 2020 One Criminalist in Toxicology Tuition Cost: \$675		\$675

BUDGET CATEGORY AND LINE ITEM DETAIL

Attachment C

Subrecipient: Los Angeles County		Subaward #: CQ 19 09 0190
B. Operating Expenses		COST
Continuing Education (Travel and associated costs)		
8. California Association of Toxicologists (CAT): April 27-28, 2020 (San Francisco, CA) One Criminalist in the Discipline of Toxicology Airfare: 1 person x \$140= \$ 140 Hotel: 1 person x 1 night x \$202 per night = \$202 Shuttle: 1 person x \$30 x 2 ways = \$60 Meals: 1 person x 2 days x \$26 = \$52 Registration: \$140		\$594
9. Postmortem Interpretive Toxicology Training: March 30-April 2, 2020 (Philadelphia, PA) One Criminalist in the Discipline of Toxicology Hotel: 1 person x 3 nights x \$229.25 per night = \$687.75 Airfare: 1 person x \$390 = \$390 Tuition Cost: \$1200 Shuttle: 1 person x \$30 x 2 ways= \$60 Meals: 1 person x 3 days x \$51.75 = \$155.25		\$2,493
10. American Academy of Forensic Sciences (AAFS): February 17-22, 2020 (Anaheim, CA) Two Criminalists in the laboratory in the Discipline of Toxicology and in Discipline of Biology/DNA Registration: 2 people x \$375= \$750 Workshop costs: 2 people x \$200= \$400 Mileage: 2 people x \$50= \$100		\$1,250
11. ANAB Forensic Auditor Training: November 3-6, 2020 (Rancho Cordova, CA) Two Criminalists in the Disciplines of Toxicology and the SEM Lab Registration: 2 people x \$850 = \$1700 Hotel: 2 people x 3 nights x \$208 per night = \$1248 Meals: 2 people x 3 days x \$26= \$156 Airfare/Trans. Fees: 2 people x \$210 = \$420		\$3,524
12. Forensic Anthropology Methods Course: June 8-12, 2010 (San Marcos, TX) Two Fellows in the Discipline of Pathology Registration: 2 people x \$700= \$1400 Airfare: 2 people x \$350= \$700 Shuttle: 2 people x \$30 x 2 ways= \$120 Hotel: 2 people x 4 nights x \$125= \$1000		\$3,220
13. International Forensic Photography Workshop: November 30-December 4, 2020 (Miami, FL) Two Fellows in the Discipline of Pathology Registration: 2 people x \$825= \$1650 Hotel: 2 people x 4 nights x \$130 per night= \$1040 Airfare: 2 people x \$300= \$600 Shuttle: 2 people x \$30 x 2 ways= \$120		\$3,410
14. Scientific Organization Annual Membership Fees for Staff AAFS annual fee: \$165 per person x 2 people= \$330 CAT annual fee: \$60 per person CAC annual fee: \$80 per person x 4 people= \$320 SOFT annual fee: \$100 per person x 4 people= \$400		\$1,110
15. BODE conference: April 14-17, 2020 (Tampa Bay, FL) One Criminalist in the Discipline of Biology/DNA Registration: \$645 Workshops: \$150 Airfare: 1 person x \$350= \$350 Hotel: 1 person x 3 nights x \$199 per night= \$597 Shuttle: 1 person x \$30 x 2 ways= \$60		\$1,802

Attachment C

[illegible]

BUDGET CATEGORY AND LINE ITEM DETAIL

Attachment C

Subrecipient: Los Angeles County		Subaward #: CQ 19 09 0190	
C. Equipment			COST
1. Three (3) Forklifts, battery powered - 20MT 2,000 lb. Capacity, 24 Volt, Intermediate Duty, Walkie Stacker 3 x {\$11,161.25 + \$253 commodity surcharge = \$11,414.25} = \$ 34,242.75			\$34,243
TAX: (estimated)			\$2,858
Equipment Section Totals			
EQUIPMENT SECTION TOTAL			\$37,101
Same as Section 12G on the Grant Subaward Face Sheet			
Total Project Cost			\$73,265

**BOARD LETTER/MEMO – FACT SHEET
PUBLIC SAFETY CLUSTER**

PUBLIC SAFETY CLUSTER AGENDA REVIEW DATE	6/24/2020	
BOARD MEETING	7/7/2020	
SUPERVISORIAL DISTRICT AFFECTED	1	
DEPARTMENT	Fire Department	
SUBJECT	Fire Command and Control Facility (FCCF) Electrical-HVAC Refurbishment project REVISED BUDGET	
PROGRAM	FCCF Electrical-HVAC Refurbishment project, Capital Project No. 89054	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Total cost: \$2,563,000 (REVISED)	Funding source: The proposed Project is fully funded with Fire District's Accumulative Capital Outlay Fund; no NCC
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Approve a revised project budget from the previous Board-approved amount of \$2,313,000 to \$2,563,000, an increase of \$250,000, for the FCCF Electrical-HVAC Refurbishment project, Capital Project No. 89054.	
BACKGROUND (include internal/external issues that may exist)	The FCCF is located at the Fire District's Headquarters at 1320 North Eastern Avenue in the unincorporated area of East Los Angeles. The FCCF houses critical emergency response communication systems, which require mechanical cooling and electrical support systems to ensure their reliable operation. The current cooling system has exceeded its service life. This project will refurbish the existing system and change out components that are past their useful life, which includes the chillers. The system is not being replaced in its entirety and components that are still serviceable and useful (e.g. piping/ductwork) will remain as part of the refurbishment.	
DEPARTMENTAL AND OTHER CONTACTS	Alicia Ramos, Project Manager, (626) 300-2344, aramos@dpw.lacounty.gov Alex Bajarias, Senior Analyst, (213) 974-4263, abajarias@ceo.lacounty.gov	

July 7, 2020

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:

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
FIRE COMMAND AND CONTROL FACILITY
ELECTRICAL-HEATING VENTILATION AND AIR CONDITIONING
REFURBISHMENT PROJECT
APPROVE REVISED BUDGET
SPECS. 7452; CAPITAL PROJECT NO. 89054
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to revise the project budget for the Fire Command and Control Facility Electrical-Heating Ventilation and Air Conditioning Refurbishment project in the Unincorporated County Community of East Los Angeles.

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

1. Find that the recommended action is not subject to the California Environmental Quality Act since it is excluded from the definition of a project by Section 2106(f) of the Public Resources Code and Section 15378(b) of the California Environmental Quality Act Guidelines.
2. Approve the revised project budget from the previous Board-approved amount of \$2,313,000 to \$2,563,000, an increase of \$250,000, for the Fire Command and Control Facility Electrical-Heating Ventilation and Air Conditioning Refurbishment project, Capital Project No. 89054.

PURPOSE AND JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will find that the activity is not considered a project under the California Environmental Quality Act (CEQA) and approve the revised project budget.

The Fire Command and Control Facility (FCCF) is located at the Consolidated Fire Protection District of Los Angeles County Headquarters at 1320 North Eastern Avenue in the unincorporated area of East Los Angeles. The FCCF houses critical emergency response communication systems, which require mechanical cooling and electrical support systems to ensure their reliable operation.

On October 29, 2019, the Board approved the project with a budget of \$2,313,000 to refurbish the existing cooling system and replace the associated piping and accessories, install a redundant electrical supply line, and authorized Public Works to utilize a Board-approved Job Order Contract to deliver the project.

A Job Order Contract for \$1,378,758.63 was issued in March 2020 to New Creation Builders, Inc., to perform the refurbishment of the mechanical system and the site work related to the redundant electrical supply line.

As part of the project, Southern California Edison (Edison) will provide a redundant back-up electrical supply line to ensure a continued power feed to the command center in the event of a main grid failure. A \$25,000 warrant was previously issued to Edison to prepare plans and cost estimates for the redundant electrical supply line. Edison completed the plans and revised their cost estimates, which require the project budget to be increased by \$250,000 to \$2,563,000 and extended the substantial completion date to December 2020. The increase in the budget will cover increased costs for construction and County Services.

Green Building/Sustainable Design Program

The project supports the Board's Sustainable Design Program by implementing energy-efficient mechanical equipment, which will lead to a reduction in energy consumption and subsequent operating costs.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions support the strategic plan by supporting infrastructure and investing in public infrastructure that will maximize the effectiveness of process, structure, and operations to support timely delivery of customer-oriented and efficient public service.

FISCAL IMPACT/FINANCING

The revised total project budget is increased by \$250,000 from the previously approved amount of \$2,313,000 to \$2,563,000 for the FCCF Electrical-HVAC Refurbishment Project, Capital Project No. 89054. The increase in the budget (Enclosure) will cover costs for construction and County Services related to the new redundant electrical supply line.

Sufficient appropriation is available in Fiscal Year 2019-20 Fire Accumulative Capital Outlay Fund, Capital Project No. 89054, to fully fund the project. There is no impact to the net County cost.

Operational Budget Impact

It is anticipated that the proposed project will not result in additional operating costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy, the project budget is exempt from the Civic Art fund as the project provides for repair, refurbishment, and replacement of existing building systems.

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy adopted on September 6, 2016, the project will apply a best effort hiring goal of at least 30 percent of the total California craft worker hours for construction of the project to be performed by Local Residents.

ENVIRONMENTAL DOCUMENTATION

On October 29, 2019, the Board approved the Project and found the project categorically exempt from the provisions of CEQA pursuant to Sections 15301 (a) and (d); Section 15302 (c); and Section 15303 of the State CEQA guidelines, and Classes 1 (d), 2 (a), and (e), and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. A Notice of Exemption was filed. Since the currently recommended actions are organizational or administrative activity of government and would not result in changes to the environment and are limited to budget changes related to a previously approved project, the actions are excluded from the definition of a project under Public Resources Code Section 21065 and State CEQA Guidelines Section 15378(b)(5).

The Honorable Board of Supervisors
July 7, 2020
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Upon the Board's approval of the recommendations, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk.

CONTRACTING PROCESS

On October 29, 2019, the Board authorized Public Works to utilize a Board-approved Job Order Contract to complete the construction of the project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the authorized activities. The FCCF will remain operational during construction of the mechanical system upgrades.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA
Director of Public Works

MP:AKM:cg

Enclosure

c: Department of Arts and Culture
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Fire Department
Internal Services Department
Department of Public Social Services (GAIN/GROW Program)

Enclosure
July 7, 2020

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
FIRE COMMAND AND CONTROL FACILITY
ELECTRICAL-HEATING VENTILATION AND AIR CONDITIONING
REFURBISHMENT PROJECT
APPROVE REVISED BUDGET
SPECS. 7452; CAPITAL PROJECT NO. 89054
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date	Revised Scheduled Completion Date
Construction Documents	05/2017	05/2017
Jurisdictional Approvals	08/2017	08/2017
Construction Award	12/2019	03/2020
Substantial Completion	07/2020	12/2020
Project Acceptance	08/2020	01/2021

II. PROJECT BUDGET SUMMARY

Project Activity	Board-Approved Budget	Impact of this Action	Proposed Project Budget
Hard Costs			
Construction	\$1,600,000	\$0	1,600,000
Change Orders	\$177,346	\$0	\$177,346
Southern California Edison	\$25,000	\$225,000	\$250,000
Hard Costs Subtotal	\$1,802,346	\$225,000	\$2,027,346
Soft Costs			
Plans and Specifications	157,000	\$0	157,000
Consultant Services	\$18,798	\$0	\$18,798
Miscellaneous Expenditures	\$53,667	\$0	\$53,667
Jurisdictional Review	\$81,494	\$0	\$81,494
County Services	\$199,695	\$25,000	\$224,695
Soft Costs Subtotal	\$510,654	\$25,000	\$535,654
TOTAL	\$2,313,000	\$250,000	\$2,563,000