



County of Los Angeles
Chief Executive Office

REVISED

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT
Chief Executive Officer

DATE: Wednesday, June 9, 2021
TIME: 9:30 a.m.

**DUE TO CLOSURE OF ALL COUNTY BUILDING, TO PARTICIPATE IN THE MEETING CALL
TELECONFERENCE NUMBER: (323) 776-6996 ID: 169948309#**

[Click here to join the meeting](#)

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 per person in total for each item.

- 1. CALL TO ORDER**
- 2. GENERAL PUBLIC COMMENT (15 Minutes)**
- 3. 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:**
REQUEST AUTHORIZATION TO ENTER INTO A CONTRACT WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH SUBSTANCES AND ADDICTION PREVENTION BRANCH (CDPH/SAPD) TO ACCEPT FUNDS AWARDED TO CDPH/SAPB THROUGH THE CENTERS FOR DISEASE CONTROL AND PREVENTION "OVERDOSE DATA TO ACTION" GRANT
Speaker(s): Dr. Rakhshanda Ruby Javed (Medical Examiner-Coroner)
 - B. Board Letter:**
APPROVAL OF SOLE SOURCE CONTRACT WITH THE GOVERNMENT OF QUEBEC FOR THE LEASE OF SUPERSCOOPER AIRCRAFT
Speaker(s): Christopher Anderson and John O'Brien (Fire)
- 4. PRESENTATION/DISCUSSION ITEM(S):**
 - A. Board Letter:**
PUBLIC SAFETY REALIGNMENT TEAM IMPLEMENTATION (PSRT) PLAN BRIEFING
Speaker(s): Mark Delgado (CCJCC) and Howard Wong (Probation)
 - B. Board Letter:**
ADOPT RESOLUTION TO AUTHORIZE PARTICIPATION IN THE CALIFORNIA BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM FOR FISCAL YEAR 2021-22
Speaker(s): Christopher Anderson (Fire) and Jack Ewell (Sheriff)

Wednesday, June 9, 2021

- C. Board Letter:**
APPROVAL OF A SOLE SOURCE AGREEMENT WITH THE LOS ANGELES COUNTY BAR ASSOCIATION FOR COUNTYWIDE ADULT INDIGENT CRIMINAL DEFENSE APPOINTMENTS PROGRAM SERVICES
Speaker(s): Brian Hoffman (CEO)
- D. Board Letter:**
REQUEST TO AUTHORIZE THE ACQUISITION OF TWO SEARCH AND RESCUE VEHICLES FOR THE RESERVE FORCES SEARCH AND RESCUE TEAM
Speaker(s): Johann Thrall and Michael Leum (Sheriff)
- E. Board Letter:**
REQUEST FOR APPROVAL OF AN ORDINANCE TO CREATE A FIRE DEPARTMENT VEHICLE ACCUMULATIVE CAPITAL OUTLAY (ACO) FUND
Speaker(s): Christopher Anderson and Adrian Li (Fire)
- F. Board Letter:**
CONSTRUCTION-RELATED CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA RANCHO LOS AMIGOS SOUTH CAMPUS COUNTY OFFICE BUILDING PROJECT AWARD DESIGN-BUILD CONTRACT
Speaker(s): Felica Yang (Public Works)

5. PUBLIC COMMENTS

6. ADJOURNMENT

7. UPCOMING ITEMS:

- A. Board Letter:**
APPROVAL OF CONTRACTS FOR TEMPORARY PERSONNEL SERVICES
Speaker(s): Christopher Anderson (Fire)
- B. Board Letter:**
APPROVAL OF SOLE SOURCE CONTRACT WITH ALACO LADDER COMPANY FOR WOODEN LADDER REPAIR AND MAINTENANCE SERVICES
Speaker(s): Christopher Anderson (Fire)
- C. Board Letter:**
APPROVAL OF TRANSIT LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND FOOTHILL TRANSIT AUTHORITY
Speaker(s): Bryan Aguilera and Kevin Piper (Sheriff)
- D. Board Briefing:**
CIVILIAN OVERSIGHT COMMISSION and OFFICE OF INSPECTOR GENERAL BRIEFING
Speaker(s): Brian Williams (COC) and Max Huntsman (OIG)

Wednesday, June 9, 2021

- E.** Board Briefing:
OFFICE OF DIVERSION AND RE-ENTRY (ODR) MONTHLY BRIEFING
Speaker(s): Peter Espinoza (ODR)
- F.** Board Briefing:
DIVISION OF JUVENILE JUSTICE (DJJ) TRANSITION COMMITTEE BRIEFING
Speaker(s): Brandon Nichols (Probation)
- G.** Board Briefing:
PUBLIC SAFETY DEPARTMENTAL BUDGET BRIEFING
Speaker(s): Rene Phillips (CEO)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV



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

June 22, 2021

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 ENTER INTO A CONTRACT WITH THE
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH SUBSTANCES AND
ADDICTION PREVENTION BRANCH (CDPH/SAPB) TO ACCEPT FUNDS
AWARDED TO CDPH/SAPB THROUGH THE CENTERS FOR DISEASE
CONTROL AND PREVENTION "OVERDOSE DATA TO ACTION" GRANT
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

The Department of Medical Examiner-Coroner (DMEC) requests that your Board authorize the Chief Medical Examiner-Coroner to have delegated authority to enter into contract Agreement #20-10942 (Attachment A) with the California Department of Public Health Substances and Addiction Prevention Branch (CDPH/SAPB), and as part of that contract accept the maximum amount of \$758,458.00, for the period May 1, 2021 through August 31, 2022. These funds are being distributed by CDPH/SAPB and were awarded to CDPH/SAPB by the Centers for Disease Control National Center for Injury Prevention and Control (NCIPC) as part of Federal Grant #1NU17CE925000 (Catalog of Federal Domestic Assistance # CFDA 93.136) titled "Overdose Data to Action."

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Chief Medical Examiner-Coroner to enter into the contract with CDPH/SAPB and accept funds in the maximum amount of \$758,458.00, encompassing the performance period of May 1, 2021 through August 31, 2022.

Accreditations:

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

*ANAB ISO/IEC 17025:2017 Forensic Science Testing Laboratories
Peace Officer Standards and Training Certified*

2. Delegate authority to the Chief Medical Examiner-Coroner, or designee, to execute and submit all required contract documents, including, but not limited to, agreements, amendments, extensions, and payment requests that may be necessary for implementation of this program and that does not increase Net County Cost.
3. Delegate authority to the Chief Medical Examiner-Coroner, or his designee, to accept and implement all such future contract-related funds, including, but not limited, to the execution of all required 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).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendations 1 and 2 will allow DMEC to enter into a contract with CDPH/SAPB and accept funds originally awarded to CPDH by the CDC as part of that contract for FY 2021-22 in the amount of \$758,458.00. The funds will be used to provide appropriate forensic science services, including instrumentation testing solutions for the Forensic Laboratory, in order to enhance analytical forensic toxicology testing for suspected drug overdose deaths as part of the Opioid Prevention Initiative. Data related to this testing will be shared with CDPH/SAPB to inform actions and interventions. The Opioid Prevention Initiative is aimed at reducing rates of prescription drug abuse, misuse, and overdose - a significant public health issue in California.

The CDC NCIPC has allocated funds to support recipients in getting high quality, more comprehensive and faster surveillance data on overdose morbidity and mortality, and to use those data to inform prevention and response activities.

The funds received through the CDPH/SAPB contract will help to improve the timeliness and quality of testing services provided by the DMEC's Forensic Laboratories Division through improved drug identification in drug-related deaths.

The DMEC also plans to utilize grant funding for equipment solutions that will update current testing standards to improve the quality and timeliness of medicolegal death investigation and related services.

These actions will improve the DMECs ability to obtain and share quality, timely data related to overdose mortality with CDPH/SAPB.

Approval of Recommendation #3 will allow DMEC to apply for, accept, and implement future Grant awards and/or amendments that are consistent with the requirements of the CDPH/SAPB program.

This authority is being requested to enhance DMEC's efforts to expeditiously maximize contract-related grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support Goal III., Realize Tomorrow's Government Today, 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 will facilitate sufficient funding in the DMEC's Services & Supplies appropriation in FY 2021-22 in the amount of \$758,458.00 for various analytical testing supplies and/or trainings if necessary with the enhanced equipment solutions and improved analytical testing services, to be used starting July 1, 2021 through the conclusion of the performance period on August 31, 2022. Any additional costs resulting from higher than estimated actual costs will be paid through the DMEC's operating budget in FY 2021-22 or FY 2022-23. No impact to Net County Cost is anticipated.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

CDPH/SAPB contacted DMEC about entering into a contract to obtain these funds. DMEC desires to enter into the contract and accept the funds subject to Boards acceptance and execution of an agreement for the expenditure of the funds. The performance period is May 1, 2021 through August 31, 2022, but commences upon execution of the agreement. As a condition for being granted funding, the DMEC is required to adhere to specific guidelines for the management and administration of this contract.

The Department Federal Grant # 1NU17CE925000 is Catalog of Federal Domestic Assistance # CFDA 93.136, CDC Grant # CDC-RFA-CE19-1904.

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.

Upon the Board's approval of the recommended actions, in accordance with Title 14 of CCR, Section 15062, the DMEC will file the Notice of Exemption for the 2021 CDPH/SAPB Grant Award with the County Clerk.

IMPACT ON CURRENT SERVICES OR PROJECTS

CDPH/SAPB will provide funding to strengthen the DMEC's forensic laboratory testing services to improve medicolegal death investigation. They will provide the opportunity to enhance 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

Reset Form

Print Form

SCOID: 4265-2010942

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

20-10942

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

County of Los Angeles

2. The term of this Agreement is:

START DATE

May 1, 2021 or upon DGS approval, whichever is later

THROUGH END DATE

August 31, 2022

3. The maximum amount of this Agreement is:

\$758,458.00 - Seven Hundred Fifty Eight and Four Hundred Fifty Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit B	Attachment 1	3
+ - Exhibit C*	General Terms and Conditions	GTC 04/2017
+ - Exhibit D	Special Terms and Conditions	7
+ - Exhibit E	Additional Provisions	2
+ - Exhibit F	Federal Terms and Conditions	11
+ - Exhibit G	Contractor's Release	1
+ - Exhibit H	Information Privacy and Security Requirements	11

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Los Angeles

CONTRACTOR BUSINESS ADDRESS

1104 N. Mission Road

CITY

Los Angeles

STATE

CA

ZIP

90033

PRINTED NAME OF PERSON SIGNING

Ruby Javed-Ghaffar, Ph.D.

TITLE

Coroner

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

[Reset Form](#)[Print Form](#)**SCOID: 4265-2010942**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

20-10942

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, MS8701

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Kristy Lieu

TITLE

Chief, Contracts Management

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health Substances and Addiction Prevention Branch (CDPH/SAPB) the services described herein.

In accordance with its mission to protect the health of all Californians and pursuant to Health and Safety Code Sections 131085 and 10435-104330 and terms of the Department Federal Grant number 1NU17CE925000; CFDA 93.136 from the Centers for Disease Control and Prevention, funds were awarded to CDPH/SAPB as part of the Opioid Prevention Initiative aimed at reducing rates of prescription drug abuse, misuse, and overdose -- a significant public health issue in California. This contract will be executed with County of Los Angeles to order enhanced forensic toxicology testings for suspected drug overdose deaths. The data will be shared with CDPH/SAPB to inform actions and interventions.

2. Service Location

The services shall be performed at in applicable facilities within California geographic region.

3. Service Hours

The services shall be provided during contractor's normal business hours, Monday through Friday between 8:00 a.m. to 6:00 p.m. with supervision, except State observed holidays.

4. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health Erika Pinsker, M.P.H, Ph.D. Telephone: (916) 440-7293 E-mail: Erika.Pinsker@cdph.ca.gov	County of Los Angeles Department of Medical Examiner - Coroner Rakhshanda Ruby Javed, Ph.D. Coroner Telephone: (323) 343-0512 E-mail: RJaved@coroner.lacounty.gov
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B. Direct all inquiries to:

California Department of Public Health Substance and Addiction Prevention Branch Attention: Shanna Schneider Chief, Program Support Unit 1616 Capitol Avenue, MS 8701 Sacramento, CA 95814 Telephone: (916) 440-7391 E-mail: Shanna.Schneider@cdph.ca.gov	County of Los Angeles Department of Medical Examiner - Coroner Rakhshanda Ruby Javed, Ph.D. Coroner Telephone: (323) 343-0512 E-mail: RJaved@coroner.lacounty.gov
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Exhibit A
Scope of Work

- C. All payments from CDPH/SAPB to the Contractor; shall be sent to the following address:

Remittance Address
County of Los Angeles
Department of Medical Examiner - Coroner
Attention: Silvia Gonzales
Address: 1104 N. Mission Road
Los Angeles, CA 90033
Phone: (323) 343-0512
Fax
Email: Sgonzalez@coroner.lacounty.gov

- D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Progress Reports or Meetings

- A. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by CDPH/SAPB to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.
- B. At the conclusion of this agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations.

6. Services to be Performed

Contractor shall perform the following services:

Goal 1: Enhance Forensic Toxicology

A. Objective 1: Inventory of forensic toxicology tests

- 1) Major Task/Activities:
- a. Order enhanced forensic toxicology testing for identified suspected drug overdose deaths. Define the following criteria:
 - i. Quantify number of enhanced forensic toxicology tests ordered via the funds of this contract.
 - ii. Define subset of cases for which enhanced forensic toxicology was routinely ordered for.
 - iii. Define what type of additional toxicology tests were ordered.

Exhibit A
Scope of Work

- 2) Timeline:
 - a. Since ordering enhanced forensic toxicology testing is based on the death investigation timeline, the timeline of the primary service performed is subject to Contractor's discretion.
- 3) Deliverables/Performance Measures:
 - a. Submit inventory with defined criteria to CDPH/SAPB quarterly with invoice. Due dates are as follows:
 - i. June 30, 2021
 - ii. September 30, 2021
 - iii. December 31, 2021
 - iv. March 31, 2022
 - v. June 30, 2022
 - vi. August 31, 2022

B. Objective 2: Be in consistent communication with CDPH/SAPB

- 1) Major Task/Activities:
 - a. Maintain consistent and effective communication with CDPH/SAPB.

Goal 2: Evaluate Success of Enhanced Forensic Toxicology Program

C. Objective 3: Demonstrate increased number of death investigation cases for which forensic toxicology tests were ordered and/or demonstrate increased number of forensic toxicology tests (i.e. enhanced toxicology) per death investigation case

- 1) Major Task/Activities:
 - a. Compare inventory of forensic toxicology tests tests ordered via the funds of this contract to past years' inventory.
- 2) Timeline:
 - a. Since ordering enhanced forensic toxicology testing is based on the death investigation timeline, the timeline of the service performed is subject to Contractor's discretion.
- 3) Deliverables/Performance Measures:
 - a. Submit comparison of inventories to CDPH/SAPB by:
 - i. February 28, 2022 (for 2021 death cases)
 - ii. August 31, 2022 (for 2022 death cases)

D. Objective 4: Qualitative Description of Program Successes

- 1) Major Task/Activities:
 - a. In one to two pages, describe how the Enhanced Forensic Toxicology Program improved the county's investigative process of suspected drug overdose deaths (i.e. timeliness, identification of new/emerging drugs, identification of local outbreaks, improved quality of reporting, etc.). Describe how the Enhanced Forensic Toxicology Program assisted the county to overcome a previously identified barrier/challenge, if any.
 - b. In one to two pages, describe how the purchase and implementation of Agilent Software Upgrade contributed to the Enhanced Forensic Toxicology Program. Specifically, how did the Agilent Software Upgrade purchase and implementation (i) improve the speed at which forensic toxicology results turned around, (ii) help better keep track of suspected drug overdose deaths to improve the medico-legal process, and/or (iii) help to identify

Exhibit A
Scope of Work

new/emerging drugs or identify outbreaks, as they occurred near-real time. Provide at least one success story as it relates to the above three categories.

- 2) Deliverables/Performance Measures:
 - a. Submit qualitative description of program successes to CDPH/SAPB by:
 - i. August 15, 2022

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line Items amounts specified in Attachment 1, of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Overdose Prevention Initiative
California Department of Public Health
Substance Addiction and Prevention Branch
1616 Capitol Avenue, MS 8701
Sacramento, CA 95814

D. Invoice shall:

- 1) Be prepared on Contractor letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A.
- 2) Invoices must be submitted to CDPH either electronically or in hard copies.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

E. Amounts Payable

The amounts payable under this agreement shall not exceed: \$758,458.00 as described in Exhibit B, Attachment 1.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Exhibit B
Budget Detail and Payment Provisions

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than *thirty (30)* calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "Contractor's Release (Exhibit G)".

5. Expense Allowability / Fiscal Documentation

- A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

6. Recovery of Overpayments

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
 - 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule agreeable between the State and the Contractor.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.

Exhibit B

Budget Detail and Payment Provisions

- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

7. Travel and Per Diem Reimbursement

No travel shall be permitted under this agreement.

Exhibit D
Special Terms and Conditions [Rev 06-2019]

(Applicable to consultant and personal service contracts)

The provisions herein apply to this Agreement unless the provisions are removed by reference, or superseded by an alternate provision appearing in Exhibit E of this Agreement.

Index

1. Cancellation
2. Intellectual Property Rights
3. Confidentiality of Information
4. Dispute Resolution Process
5. Excise Taxes

Exhibit D
Special Terms and Conditions

1. Cancellation

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement cancellation or termination shall be effective as of the date indicated in CDPH’s notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of cancellation or termination, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early cancellation or termination, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

2. Intellectual Property Rights

A. Ownership

- 1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- 2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author’s rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
- 3) For the purposes of the definition of Intellectual Property, “works” means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

Exhibit D
Special Terms and Conditions

- 4) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- 5) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- 6) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

B. Retained Rights / License Rights

- 1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- 2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

C. Copyright

- 1) Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a)] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall

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assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

- 2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], California Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the California Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

D. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Paragraph b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

E. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Paragraph b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

F. Warranties

- 1) Contractor represents and warrants that:
 - a. It is free to enter into and fully perform this Agreement.
 - b. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
 - c. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

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- d. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - e. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
 - f. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
 - g. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - h. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- 2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

G. Intellectual Property Indemnity

- 1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- 2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such

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remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- 3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

H. Federal Funding

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

I. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

3. Confidentiality of Information

- A. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- B. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- C. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- E. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- F. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

Exhibit D
Special Terms and Conditions

4. Dispute Resolution Process

A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.

- A. The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
- B. When appealing to the second level the Contractor must prepare an appeal indicating the reasons for disagreement with the Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee shall be the final administrative determination of the Department.
- C. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- D. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

5. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

Exhibit E
Additional Provisions

1. Insurance Requirements

Contractor shall comply with the following insurance requirements:

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor’s obligations under the Agreement.
- 8) Use of Subcontractors - In the case of Contractor’s utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is

Exhibit E
Additional Provisions

made or suit is brought subject to Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- 2) Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker's Compensation and Employer's Liability (when required) – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit F
Federal Terms and Conditions

(For Federally Funded Contract Agreements)

This Exhibit contains provisions that require strict adherence to various contracting laws and shall be used for agreement funded in whole or in part by Federal Funds.

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Federal Requirements
8. Air and Water Pollution Requirments
9. Smoke-Free Workplace Certification
10. Use of Small, Minority Owned and Women's Businesses
11. Human Subjects Use Requirements
12. Financial and Compliance Audit Requirements

Exhibit F
Federal Terms and Conditions

1. Federal Contract Funds

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

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Federal Terms and Conditions

- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

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Federal Terms and Conditions

- (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
- (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

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- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay 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 any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. Additional Restrictions

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

7. Federal Requirements

Contractor agrees to comply with and shall require all subcontractors, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

8. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

9. Smoke-Free Workplace Certification

(Applicable to agreements that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor further agrees that it will insert this certification into any subawards (~~subcontracts or subgrants~~) entered into that provide for children's services as described in the Act.

10. Use of Small, Minority Owned and Women's Businesses

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

Exhibit F
Federal Terms and Conditions

- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

11. Human Subjects Use Requirements

(Applicable only to agreements that include any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

12. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontractor agrees to abide by all requirements specified in 2 CFR 200 *et seq.*, 2 CFR *et seq.*, as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **\$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **less than \$25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends \$750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

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Federal Terms and Conditions

- (4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
 - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
 - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
 - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
 - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
 - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
 - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
 - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

Exhibit **F**
Federal Terms and Conditions

**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor's, subcontracts, and contracts under cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract Number

Signature of Person Signing for Contractor

Date

Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

CDPH reserves the right to notify the Contractor in writing of an alternate submission address.

Exhibit F
Federal Terms and Conditions

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: [] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: [] a. bid/offer/application b. initial award c. post-award	3. Report Type: [] a. initial filing b. material change For Material Change Only: Year ____ quarter ____ date of last report ____.
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known: Congressional District, If known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:
6. Federal Department/Agency		7. Federal Program Name/Description: CDFA Number, if applicable: ____
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>		b. Individuals Performing Services <i>(including address if different from 10a. (Last name, First name, MI):</i>
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

Exhibit F
Federal Terms and Conditions

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 20-10942 entered into between the California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____.
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): County of Los Angeles

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Program

Exhibit H
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:

"Breach" means:

 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.

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Information Privacy and Security Requirements
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- C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- D. PCI: “PCI” means “personal information” and “confidential information” (as these terms are defined herein:
- E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a) or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
 6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: “Security Incident” means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or
 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.

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Information Privacy and Security Requirements
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- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located,, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

Exhibit H
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and

Exhibit H**Information Privacy and Security Requirements
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4. a description of the probable and proximate causes of the breach or security incident; and
 5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

Exhibit H
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

Exhibit H
Information Privacy and Security Requirements
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- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

Exhibit H
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

Attachment 1
Contractor Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

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Information Privacy and Security Requirements
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Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

- J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

Exhibit H**Information Privacy and Security Requirements
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- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving

Exhibit H

**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

- F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.



COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2426
www.fire.lacounty.gov

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DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

June 22, 2021

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

Dear Supervisors:

APPROVAL OF SOLE SOURCE CONTRACT WITH THE GOVERNMENT OF QUEBEC FOR THE LEASE OF SUPERSCOOPER AIRCRAFT (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 sole source contract with the Government of Quebec, acting through its Minister of Transport, "Ministre Des Transports Service Aerien Gouvernemental" (SAG), for the lease of amphibious CL-415 SuperScooper Air Tankers (SuperScoopers) to aid the District with wildland fire suppression activities.

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, in both English and French (Attachment A) between the District and SAG for the lease of SuperScoopers.
2. Authorize the maximum contract sum of \$41.25 million, including the initial three-year term and two one-year extension options, for a maximum contract term of five years at \$8.25 million annually. Contract expenditures are as follows:

Year 1 at \$7,500,000 (10% contingency of \$750,000)
Year 2 at \$7,500,000 (10% contingency of \$750,000)
Year 3 at \$7,500,000 (10% contingency of \$750,000)
Year 4 at \$7,500,000 (10% contingency of \$750,000)

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
GLENDORA
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
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

Year 5 at \$7,500,000 (10% contingency of \$750,000)

The maximum contract sum is comprised of (a) base Contract aggregate sum of \$37.5 million; and (b) ten percent annual contingency aggregate sum of \$3.75 million. The maximum contract sum represents the total contract cost based on the District's budget for this lease, plus an additional ten percent annual contingency for any emergent or additional services.

3. Delegate authority to the Fire Chief, or his designee, to execute the annual lease agreement (Attachment B) for each of the five years, based on the availability of funding.
4. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary, including any extensions as described in recommendation two above, and in accordance with the approved contract terms and conditions.
5. Find that this contract and annual lease agreement are exempt from the provision of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The annual brush fire season begins July 1, and if extreme climate conditions prevail it can extend through January 31. Approval of the recommended actions will allow the District to continue a renewable annual lease agreement with SAG that enhances the District's ability to provide fire suppression services during the fire season. The proposed sole source contract is essential to the District's operations and it ensures that maximum resources are available for emergency responses during the fire season.

The purpose of the contract with SAG is to ensure the SuperScoopers are committed exclusively to the protection of Los Angeles County. The District may allow the aircraft to be used in other jurisdictions to eliminate a threat; however the District will always maintain full control of the SuperScoopers in the event they are needed in Los Angeles County.

The annual lease agreement includes the lease of the SuperScoopers along with the aircrafts' captains and co-pilots. SAG also provides a maintenance program that is "carded and certified" by the California Department of Forestry and Fire Protection (CAL FIRE).

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. This contract with SAG is fiscally cost effective and supports the District's ability to enhance efficiency by ensuring critical assets and emergency aircraft are readily available during the annual fire season.

FISCAL IMPACT/FINANCING

Funding for this contract will be included in the District's Fiscal Year 2021-22 Adopted Budget. The District will continue to allocate the necessary funds throughout the duration of the contract. This Contract does not include an allowance for Cost of Living Adjustment (COLA) and there is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District is authorized to contract these services pursuant to California Health and Safety Code Section 13861. The District and SAG have negotiated an annual lease agreement that allows the District to determine when conditions require the use of the SuperScoopers. Each year the District will review wildland firefighting requirements and identify appropriate funding prior to the leasing of SuperScoopers from SAG. The District is in no manner obligated to lease the SuperScoopers if not necessitated by fire conditions.

The mutually executed annual lease agreement will stipulate the start date of the annual lease and SAG shall have its air tankers and personnel arrive in time to begin daily deployment at Van Nuys Airport on that date. The actual start date will normally occur on the morning following the arrival of the SAG air tankers or as soon as the air tankers and personnel are ready to begin firefighting operations.

The annual lease period can be extended upon five days written notice to SAG from the District. Extensions must be a minimum of five days but can be longer based on District needs. Unless extended, the annual lease period will automatically terminate after the initial lease period has been completed. Annual lease rates may be adjusted by SAG according to the Consumer Price Index (CPI) of Quebec for the preceding year.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

The District currently leases SuperScoopers from SAG through a sole source contract approved by your Board in 2016, which is due to expire on August 1, 2021. On September 18, 2020, the District notified your Board of its intent to enter into negotiations with SAG for a new sole source contract, pursuant to Board policy 5.100, Sole Source Contracts. The Sole Source Checklist (Attachment C) was approved by the Chief Executive Office (CEO) on August 28, 2020.

The CEO's Risk Management Branch reviewed the Contract prior to contract negotiations and concurred with the provisions relating to insurance and indemnification. The District and SAG completed contract negotiations and agreed to the terms and conditions as described in the attached contract and annual lease agreement. The contract has been approved by

County Counsel and has been signed by SAG in both French and English. An official translator has certified that the French version is a true and correct translation of the English version; however, in the event of any conflict of interpretation, the English version of the agreement shall prevail.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this contract will allow for continued enhancement to the District's operations and its ability to protect lives, the environment, and property in a safe, efficient, and cost-effective manner. The SuperScoopers enhance the District's fire suppression capabilities during the extreme climatic conditions of the annual fire season. SAG will be entering its 28th year of service to Los Angeles County, during which they have provided superior performances during many challenging fire seasons. SAG's flight crews are vastly familiar with Los Angeles County topography, water scoop locations and the policies and procedures that are inherent to the District's aerial firefighting model.

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
323-881-6173
Zuleyda.Santana@fire.lacounty.gov

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:cs

Enclosures

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

AGREEMENT

BY AND BETWEEN

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

AND

**MINISTRE DES TRANSPORTS - SERVICE AERIEN
GOUVERNEMENTAL (hereinafter referred to as « SAG »)**

FOR

**THE LEASE OF SERVICES AND CL-415 AMPHIBIOUS AIR
TANKERS**

FOR FIREFIGHTING MISSIONS

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EXHIBITS

- A Authorized Scooping Points. / Los Angeles County
- B Annual Lease Agreement

THIS AGREEMENT is made and entered into on this 1st day of July, 2021.

BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, a special district established under the laws of the State of California, United States of America (hereinafter referred to as "District")

AND

GOUVERNEMENT DU QUÉBEC, located at l'Hôtel du Parlement, Quebec city, province of Quebec, G1A 1A4, herein represented by The Minister of Transport for Service Aérien Gouvernemental (SAG) under the signature of the delegate Patrick Dubé, enabled by the *Loi sur le ministère des transports (Chapitre M-28)* and its instrument, specifically the *Règlement autorisant la signature par un fonctionnaire de certains actes, documents ou écrits du ministère des Transports (Chapitre M-28, r. 5).* (hereinafter referred to as «SAG »)

(Hereinafter may be individually designated as the “party” and “parties”).

WHEREAS, SAG owns and possesses CL-415 air tankers that are configured and operated to fight forest fires; and

WHEREAS, SAG employs specialized personnel to operate and maintain its air tankers; and

WHEREAS, District desires to establish a three (3) year agreement (which includes two renewal options of one year each) to secure air tankers with firefighting capabilities for wildland fires on an as-needed basis; and

WHEREAS, SAG is willing to lease the services of its personnel and its air tankers to the District on a cost recovery basis; and

WHEREAS, SAG and District mutually agree that the attached sample annual Lease Agreement (Exhibit “B”) of the CL-415, with operating maintenance personnel, shall be incorporated in the agreement by this reference; and

NOW, THEREFORE, in consideration of the promises, covenants, and agreements set forth herein, the parties hereby promise, covenant, and agree as follows:

The parties agree on the following:

1 INTERPRETATION

1.1 DEFINITIONS

Unless a different meaning is indicated, the following terms and expressions mean:

“Air tankers”: CL-415 SAG air tankers;

“Case of force majeure”: any event that is independent of the will of the party that cannot satisfy its obligations – including, without being restricted to, the following events: failure of the installations, flood, earthquake, storm, fire, lightning or other natural catastrophes, epidemics, civil disorder, labor management conflict, government priorities and restriction through an order from the court or a public administration body – and which, showing proof of reasonable diligence, could not be overcome;

“Competent personnel”: the personnel authorized by Transport Canada (the Canadian Ministry of Transportation). “Competent personnel” and “personnel” are synonymous.

1.2 CONTRACTUAL DOCUMENTS

This agreement provides the general terms and conditions governing the lease of services of SAG personnel and air tankers. Exhibit A lists all the water sources within the District’s authorized areas for scooping operations while Exhibit B provides a template of the annual Lease Agreement where the specific terms and conditions applicable for that year will be established. The annual Lease Agreement, Exhibit B, once signed, forms an integral part of this agreement. Exhibit A is only a guide and may be modified by either party as conditions dictate.

This agreement is the only agreement between the parties and all other agreements that are not reproduced in this agreement are considered null and void. If there is a conflict between the information in an exhibit and this agreement, the latter will prevail.

1.3 HEADINGS AND TITLES

The objective of the headings or titles used in this agreement is to facilitate the reading of the document and have no particular meaning.

1.4 FRENCH AND ENGLISH VERSION OF THE AGREEMENT

This agreement is signed in two originals, one in French and another in English. In the event of a conflict of interpretation, the English version of the agreement shall prevail.

1.5 APPLICABLE LAW AND COURT OF JURISDICTION

The parties hereto agree that the place of this agreement shall be Los Angeles County and that it is governed by applicable State of California Laws. In the event of

a dispute, the courts of this State will be considered the only competent jurisdiction.

2 REPRESENTATIVES OF THE PARTIES

- 2.1 For any questions related to this agreement, SAG designates the General Manager of the Service Aérien Gouvernemental to represent it. If a replacement becomes necessary, SAG will notify the District as quickly as possible.
- 2.2 For any questions related to this agreement, the District designates the Fire Chief or authorized designee as the technical representative of the contractor, to represent it. If a replacement becomes necessary, the District will notify SAG as quickly as possible.
- 2.3 The parties may replace or designate additional representatives as necessary and agree to notify the other in advance of such changes. Each representative may act separately and the authorization of one of them will be considered a valid authorization.

3 SUBJECT OF THE AGREEMENT

This agreement involves the District leasing SAG air tankers and SAG services for ensuring their maintenance and operation for firefighting in accordance with the rules, terms and conditions set forth in this agreement.

4. LOCATION

- 4.1 The targeted activities for this agreement will be carried out in the Los Angeles County area in the State of California. The District and SAG agree that within the geographical limits of Los Angeles County, the Van Nuys Airport is the principal base of operations for the SAG air tankers and personnel.
- 4.2 Should the District wish to base the SAG air tankers and personnel to another airport within or around Los Angeles County, it will seek concurrence from SAG at least 60 (sixty days) in advance prior to effecting that change. SAG agrees that its concurrence shall only be withheld if the alternate airport location creates unreasonable operational challenges or safety risks.
- 4.3 Should it be required by the fire situation or a case of force majeure, the District may direct SAG to relocate its air tankers and personnel to a temporary alternative site. The District agrees to reimburse SAG, in an amount not to exceed the lowest daily availability charge, for any additional expenses resulting from a move to a temporary alternative site.

5 TERM OF THE AGREEMENT

- 5.1 The term of this agreement shall commence upon approval by the Los Angeles County Board of Supervisors, and remain in effect three (3) years from the agreement's effective date. However, this agreement may be terminated by either party for convenience or cause upon thirty (30) days written notice to the other. This agreement includes renewal options for two more years.

- 5.2 The lease under this agreement shall be activated in each year of the agreement by the mutual execution before August 1st of the completed lease template attached as Exhibit B. Failure to execute a lease for any one fire season shall not void or nullify this agreement in future years provided herein.
- 5.3 The District reserves the right to exercise its leasing option for the three (3) fire seasons covered by the present agreement and for the two additional option years. The option to lease the SAG air tankers for any fire season shall be exercised at the discretion of the Fire Chief of the District.

6 TERM OF THE ANNUAL LEASE

- 6.1 The mutually executed Exhibit B will stipulate the start date of the annual lease and SAG shall take all necessary steps to have its air tankers and personnel arrive in time to begin daily deployment at the Van Nuys airport on that date. The actual start date will normally occur on the morning following the arrival of the SAG air tankers or as soon as the air tankers and personnel are ready to begin firefighting operations.
- 6.2 A lead time may be allowed as part of the lease period should SAG personnel and air tankers require certification and familiarization with the topography of Southern California. The District agrees to pay for flight time and fuel for these flights.
- 6.3 The annual lease period will normally be for at least ninety (90) consecutive days. The District agrees to reimburse SAG for the first full thirty (30) days, which includes the cost of transit to and from Los Angeles, should the District choose to terminate the lease for any reason prior to the thirty-first (31st) day of the lease period.
- 6.4 SAG agrees to extend the lease period upon five (5) days written notice from the District. Extensions shall be a minimum of five (5) days but can be longer based on District needs. Unless extended, the annual lease period will automatically terminate after the initial lease period has been completed.
- 6.5 The District and SAG can mutually agree to terminate the annual lease period upon five (5) days written notice from the District. Upon receiving the District's notice, SAG will begin planning to depart as soon as weather conditions permit. Should a window of suitable weather present itself within five (5) days of receiving the District's notice, SAG will inform the District of its intended departure date and time when it will cease to be available for firefighting duties, normally one (1) full day prior to departure. From that point on, daily availability charges will no longer apply but will be replaced with a daily personnel compensation charge until the air tankers have departed from Van Nuys airport or fifteen (15) days after the initial notice, whichever occurs first.

7. OBLIGATIONS OF THE PARTIES

7.1 SAG'S OBLIGATIONS

- 7.1.1 SAG shall obtain, at its own expense, all applicable certifications or approvals from the United States Federal Aviation Administration (FAA) for

each and every SAG air tanker airplane and each and every personnel member utilized in the framework of this agreement. SAG shall cooperate in obtaining all applicable certifications and approvals from the United States Forest Service (USFS) or CALFIRE that may be required by the District at the expense of the District.

- 7.1.2 SAG shall provide the District with the air tankers as needed, upon the request of the District. These air tankers will be available annually for each fire season on or about September 1st through November 30th. An earlier start date may be agreed upon provided that the operational requirements of the Province of Québec are being met.
- 7.1.3 SAG shall take all necessary steps to ensure that its air tankers land at Van Nuys Airport, California, on or about the agreed start date.
- 7.1.4 SAG agrees to:
 - a. Drop water on fires at the request of the District;
 - b. During such times as SAG air tankers are engaged in water drops for fire suppression purposes, only certified flight personnel of SAG and authorized personnel of the District, USFS, CALFIRE, and FAA shall be allowed aboard such air tankers. Only essential personnel can be carried on board the air tankers carrying a disposable water load, SAG reserves the right to refuse boarding to any person deemed not to meet this criteria;
 - c. During high hazard periods as determined by the Fire Chief or authorized designee, the SAG air tankers shall be prepared to respond and take off thirty (30) minutes prior to official sunrise every day;
 - d. Equip the air tankers so they can transport Class A foam;
 - e. Intentionally Omitted
 - f. Examine the water sources listed in Exhibit A and ensure that they are suitable for scooping operations with the air tankers under normal operating conditions. SAG shall be responsible for determining if these water sources can be used safely for the air tanker operations and to report to the District authorities any situations that could present a potential risk.
- 7.1.5 For the agreed-upon charges, SAG shall provide the following to the District for the agreed-upon period of time by virtue of this agreement:
 - a. At least two (2) air tankers kept in good service and flying condition in accordance with the standards in force in Canada and with the requirements of the FAA. If requested by the District, additional airplane may be assigned to provide an effective firefighting capability at the expense of the District under the condition establish in this agreement;
 - b. Associated radio equipment capable of providing communication links

between the SAG air tankers and any other aerial fire fighting platforms not owned by SAG that may be involved in firefighting operations;

- c. All qualified and certified personnel necessary to operate, repair, service and maintain the SAG air tankers. For that purpose, SAG shall ensure that:
 - i. For each twelve (12) hours of flying time or increment thereof, a sufficient number of captains, co-pilots, and technicians shall be assigned to each SAG air tankers. To meet this need, SAG will normally assign and maintain a total of four (4) full crews (one captain and one co-pilot per crew) and three (3) technicians and shall not have less than two (2) full crews and two (2) technicians at any given time throughout the entire lease period. If requested by the District, additional personnel may be assigned to provide an effective firefighting capability at the expense of the District. SAG may also assign additional personnel at its discretion at no additional charge to the District;
 - ii. Personnel are available at all times to meet any requests from the District pertaining to the air tankers firefighting activities. The District will determine the actual deployment period as the situation dictates;
 - iii. All SAG personnel shall hold the permits authorizing them to act in their respective capacities, in keeping with the standards of Transport Canada. They shall comply at all times with aviation regulations in force in the United States;
 - iv. SAG personnel shall be fully and solely responsible for the manner in which they carry out missions ordered by the District and will respect all limitations imposed on them by topography, weather, or any other factor which may imperil the safety of their mission; and
 - v. With respect to length of service and flying time, each SAG personnel shall be subject to the limitations specified in the SAG Operation Manuel in force at the time of execution of the lease agreement, which are:
 - fifteen (15) hours of duty time in any twenty-four (24) hour period; and
 - eight (8) hours of flying time in a fire mission in any twenty-four hour period.
- d. All training and proper briefing of District personnel necessary for the operation of the air tankers;
- e. All of the facilities necessary to lodge the SAG personnel;
- f. All tools and equipment necessary to service, repair, or maintain the SAG air tankers; and

- g. An inventory of spare parts in sufficient quantity to keep the SAG air tankers operational.

7.2 DISTRICT'S OBLIGATIONS

7.2.1 The District shall cooperate with SAG in obtaining the authorizations necessary for carrying out this agreement.

7.2.2 The District shall assign a District member as a controller with the following responsibilities for wildland incidents within Los Angeles County:

- a. Remain airborne in a helicopter or fixed wing aircrafts during such times as the SAG air tankers are participating in an assigned air attack commanded by the District;
- b. Inform the captains of air tankers and of any other aircraft used for the suppression of fires under his command and control of the radio frequencies to be used between the air tankers and the aircraft leading the air attack;
- c. Establish communication links between the assigned District air attack and the incident commander or lead;
- d. Define safe conditions for operation, deployment and use of the air tankers. The District reserves the right to suspend or terminate flight operations based on its determination of unsafe conditions, including but not limited to, weather, repair, maintenance, or other variables that would affect the safety of a particular flight or mission.
- e. Instruct the SAG air tanker captains relative to the deployment and operations of these planes. These instructions shall include, but shall not be limited to, the time and geographical areas to be flown, water drop targets, direction of drops and the safety precautions to be observed when other aircraft and ground personnel are engaged in the fire suppression effort.

Notwithstanding any such District instructions, the SAG air tanker captains may reject or terminate any mission for any reason including, but not limited to, considerations of weather, repair, maintenance requirements, or other variables that would affect the safety of a particular flight or mission. In the event of such termination of a mission, the SAG air tanker captains shall immediately advise the District controller of their decision.

- f. The person in charge of the air attack shall coordinate the activities of all assigned air tankers utilized and/or directed during their use in the initial action zone and during fire suppression within the boundaries of the District and other areas subject to the jurisdiction of the District for fire suppression services (e.g. California Mutual Aid System Region 1). Said coordination shall include establishing communications with the involved agencies, such as the USFS.

- 7.2.3 While operating within the confines of a declared FAA Regulation 91.137 area, and to the extent that the District shall have the right to direct the deployment and operation of the SAG air tankers, they shall do so in conformity with all applicable United States and California laws, rules and regulations.

The District agrees to inform SAG of said regulations and shall be solely responsible for any fines or penalties occasioned by any violation thereof, and if any of the foregoing are imposed on or paid by SAG, the District shall, promptly reimburse SAG in connection therewith. However, SAG shall be responsible for any fines or penalties arising from its failure to comply with District directions as to deployment and operations.

- 7.2.4 For the entire duration of this agreement, the District shall provide at no charge to SAG:

- a. All fuel necessary for the operation of the SAG air tankers;
- b. All Class A foam concentrates approved by the air tanker manufacturer; and
- c. Fresh water and the hoses and fittings necessary for filling and maintaining of the SAG air tankers.

- 7.2.5 The District shall reimburse SAG for landing or parking fees when the SAG air tankers are operating under the direction of the District.

- 7.2.6 The District shall provide or take the necessary measures to provide:

- appropriate premises for storage of spare parts. The storage area for spare parts shall be approximately twenty (20) feet by twenty (20) feet; it shall be clean and secure.
- Appropriate premises for personnel rest
- A maintenance office as specified by SAG
- Communication facilities (telephone, television, high speed internet)

- 7.2.7 The District shall assist SAG in obtaining vehicular transportation for use by SAG's personnel. SAG will bear the cost of rent, fuel, and other fees related to these vehicles.

- 7.2.8 The District shall provide facilities for housing the airtankers for extraordinary maintenance or repair (which is not mandatory scheduled maintenance). Any facilities provided shall be mutually agreed upon by SAG and the District. The cost of these facilities shall be the responsibility of SAG. If the District incurs any upfront costs for these facilities, a credit will be applied to applicable SAG invoice for reimbursement of any costs incurred by the District.

7.2.9 The District shall keep the air tanker captains informed about water sources they can use to fill their air tankers (a list of locations of said water sources is found in Exhibit A). The District shall be responsible for obtaining the authorization of each organization or local government official with the power to approve the use of these water sources by the air tankers. The District shall also inform the captains of any changes of water level or any other conditions that present a potential risk to the utilization of the air tankers in these places.

7.2.10 In the event personnel have not flown in any fifteen (15) day period, the District shall allow and pay for a one (1) hour currency flight per crew in this situation. Personnel on such flight remain available for firefighting duties.

8 UTILIZATION OF AIR TANKERS

8.1 INTENT, APPROVAL AND FACTORS CONSIDERED FOR UTILIZATION OF AIR TANKERS

In the event the District determines that the use of any SAG air tankers may be beneficial in the overall control of fires occurring within its area of responsibility, the District shall approve the utilization of the SAG air tankers, and it shall base such approval primarily on the following factors:

- Safety of citizens
- Safety of ground firefighting personnel
- Safety of helicopter personnel supporting firefighting operations
- Safety of the SAG air tanker personnel
- Cost-effectiveness

8.2 EXTRATERRITORIAL USE OF THE AIR TANKERS

The air tankers shall be operated within the boundaries of the District, including mutual aid and its Region 1 response area. However, at the request of the District, the air tankers may be used elsewhere from time to time, but solely for the purposes for fire fighting or demonstrations.

Utilization of the air tankers outside of the jurisdictional limits of responsibility described hereinabove shall be determined by the District's Fire Chief or authorized designee, in writing, or orally as the conditions dictate, with the prior approval of the affected public agencies.

8.3 OPERATION AND SUPERVISION OF THE AIR TANKERS

The air tankers must be operated in keeping with the most restrictive laws and regulations in force in Canada and in the United States (California). All matters relating to safety in the use and operation of the air tankers ultimately fall under the authority of SAG.

The air tankers assigned to the District for firefighting shall at all times be under the care, supervision, and authority of SAG who shall designate a senior captain to represent it. The senior captain shall be responsible for permitting passengers, and limiting the number thereof, aboard the air tankers.

9 COMMUNICATIONS AND NOTICES

Except as otherwise provided herein, the following addresses shall serve as the places where communications between the District and SAG shall be sent, unless changed by written notice or the annual lease referenced herein:

District's Address: Los Angeles County Fire Department
1320 North Eastern Avenue
Los Angeles, CA 90063-3294
USA

Attention: Daryl L. Osby, Fire Chief

SAG's Address: Service Aérien Gouvernemental
700, 7e Rue
Québec (Québec) G2G 2S8
Canada

Attention: General Manager

10 PAYMENT

10.1 The District agrees to reimburse SAG for the services and staffing provided under this agreement based on the charges specified in the annual lease to be approved by duly authorized representatives of SAG and the District attached hereto as Exhibit B and incorporated herein by this reference. Those charges are in United States dollars.

10.2 SAG agrees to deliver one copy of the invoices for reimbursement to:

Los Angeles County Fire Department
Expenditure Management Section
P.O. Box 910901
Commerce, CA 90091-0901
USA

And an additional copy to :

Chief of Air Operations

Barton Heliport
12605 Osborne Street
Pacoima, Ca. 91331

- 10.3 The District agrees to make payments in accordance with this agreement and in accordance with State and County fiscal procedures within 30 days of receipt of an accurate invoice, approved by the District's representative.

Reimbursement to SAG shall be payable to:

Service Aérien Gouvernemental
Direction de la coordination des services en ressources
financières 700, 7e rue de l'Aéroport
Québec (Québec) G2G 2S8
Canada

- 10.4 The District shall not be obligated to pay for services hereunder, performed during any of the District's future fiscal years, unless and until the District's Board of Supervisors appropriates sufficient funds for services hereunder in the District's budget for each such future fiscal year. If the District fails to appropriate funds during any such future fiscal year, the yearly lease (Exhibit B) shall be deemed to have terminated on June 30 of the current fiscal year.

11 INDEPENDENT ENTITY

SAG is acting hereunder as an entity and not as an agent or employee of the District. SAG shall not represent or otherwise hold itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the District.

12. INDEMNIFICATION

- 12.1 SAG shall indemnify, up to ONE HUNDRED FIFTY MILLION CANADIAN DOLLARS (\$150,000,000 CAN), the District and its Board of Supervisors, officers, agents, employees from all liability, loss, or damage to persons or property caused by acts or omissions of SAG's directors, officers, partners, employees, and agents resulting from the use, ownership or maintenance of the air tankers under this agreement.
- 12.2 SAG releases, up to ONE HUNDRED FIFTY MILLION CANADIAN DOLLARS (\$150,000,000 CAN), the District and its Board of Supervisors, officers, agents, employees from all claims of responsibility concerning corporal prejudices and material damages caused by acts or omissions of SAG's directors, officers, partners, employees, and agents resulting from the use, ownership or maintenance of the air tankers under this agreement.
- 12.3 Notwithstanding the above, SAG will not be liable for any claim of liability of any kind or nature, including without limitation for, bodily injury, death, or property

damage, arising from the use and dropping of water, retardant or other chemicals used at the request of the District, as long as best practices in fighting fires are observed.

13 INSURANCE

- 13.1 Upon execution and return of this agreement by SAG, SAG shall furnish evidence of insurance coverage to the District in the sums as noted below:

Hull Coverage – SAG declares that it has an insurance coverage for the hull of each air tanker or, in the case that no hull insurance is subscribed, the SAG assumes the risk and responsibility of providing services without hull insurance.

Liability Coverage – Bodily Injury (including passengers) or Property Damage arising out of ownership, maintenance, or use of the air tankers pursuant to this agreement. Said coverage shall be not less than ONE HUNDRED MILLION CANADIAN DOLLARS (\$150,000,000 CAN).

- 13.2 SAG shall modify its liability insurance policies, and provide proof thereof, to designate the District and its Board of Supervisors, officers, agents and employees as additional insureds for the activities related to this agreement. Such policies shall be primary and not contributory to any other insurance maintained by or available to the aforementioned additional insureds and shall not be subject to cancellation or material reduction in coverage without thirty (30) days' prior written notice is being provided to the District.
- 13.3 SAG releases, holds harmless and agrees to indemnify, the District and its Board of Supervisors, officers, agents and employees from any and all physical damage to the air tankers arising out of SAG's use, ownership or maintenance of the air tankers under this agreement.

14 UNSERVICEABLE, DAMAGED OR LOST AIR TANKERS

- 14.1 If an air tanker becomes unserviceable or otherwise unavailable for duty while this agreement is in force, SAG shall so advise the District and proceed to undertake the necessary repairs forthwith. For every period an air tanker is unavailable for duty, SAG will credit the District on the monthly invoices for a percentage of the daily availability charges for that air tanker based on the lowest available rate of the lease period (daily rate applicable after the 30th day) :
- a. 0% for periods of less than five hours;
 - b. 50 % for period of at least five but not more than eight (8) hours; and
 - c. 100% for period of at least eight hours or more.
- 14.2 If an air tanker breaks down or is damaged so that it will remain inoperable for three (3) days or more during the lease period, SAG shall consult with the District

to agree upon one of the following options:

- a. Restore the air tanker to flying condition;
- b. Replace the air tanker with another of the same type;
- c. Continue the lease period with only one air tanker; or
- d. Terminate the lease

14.3 No billing credit shall be paid (deducted or awarded) for the maintenance time required in respect of flight time inspection requirements.

15 CONSEQUENTIAL DAMAGES

SAG shall not under any circumstances or for any reason, to the extent permitted by law, be responsible or liable for damages, costs, or any claims or demands arising from the non-use or non-operation of any SAG air tanker or for any incidental, indirect, consequential, or punitive damages resulting from such non-use or non-operation.

16 ASSIGNMENT OR DELEGATION

SAG shall not, unless it has first obtained the written permission of the District:

- a. Assign or otherwise alienate any of its rights hereunder; or
- b. Delegate, subcontract or otherwise transfer any of its duties hereunder.

17 NEWS RELEASES, PUBLICATIONS, ENDORSEMENTS

SAG, its employees, agents, and representatives shall not, during the term of this agreement or at any time thereafter, release or authorize any publication, news release, or promotional material which purports to be, in whole or in part, an evaluation by the District of the use and/or operation of the air tankers as related to this agreement. Nor shall SAG, without the prior written approval of the District's representative, state or otherwise indicate that the District approves or otherwise recommends the use of the air tankers.

18 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

SAG shall comply with the non-discrimination provisions of the laws of the United States of America, the State of California and the County of Los Angeles. In performing this agreement, SAG shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, age, or physical handicap.

19 EXCUSABLE DELAY

None of the parties shall be deemed liable if the conditions of this agreement may not be satisfied due to a case of force majeure. The period of time set for fulfilling the obligations described in this agreement may, through mutual consent, be prolonged or cancelled. The party invoking a “case of force majeure” shall inform the other party in writing, no later than five (5) days from the occurrence of the force majeure.

20 AMENDMENTS

All amendments hereto shall be in writing and signed by the appropriate representatives for each party. Exhibit A and B can be modified by a representative of either parties.

21. WARRANTY

The parties hereto represent and warrant that the signatories to this agreement are fully authorized to obligate its entity hereunder and that all acts necessary to the execution of this agreement have been accomplished.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of July, 2021.

MINISTRE DES TRANSPORTS, DE LA
MOBILITÉ DURABLE ET DE
L'ÉLECTRIFICATION DES TRANSPORTS

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

By : _____
PATRICK DUBÉ
Deputy Minister

By : _____
Daryl L. Osby
Fire Chief

Date : _____

Date : _____

Witness : _____

APPROVED AS TO FORM :

RODRIGO A. CASTRO-SILVA
County Counsel

By : _____
Senior Deputy County Counsel

July xx, 2021

EXHIBIT “B”

CL-415 AIR TANKER LEASE AGREEMENT

BETWEEN

**MINISTÈRE DES TRANSPORTS, SERVICE AÉRIEN
GOUVERNEMENTAL (hereinafter referred to as “SAG”)**

AND

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

2021-2022

GOVERNEMENT DU QUÉBEC,

having its usual abode at Hôtel du Parlement, in Québec, Province of Québec, G1A 1A4, acting herein through its Minister of Transport, Service aérien gouvernemental (SAG) having as his delegated signatory Mr. Patrick Dubé, duly authorized by the Act respecting the Ministère des Transports (Chapter M-28), the Regulation respecting the signing of certain deeds, documents or writings of the Ministère des Transports (Chapter M-28, r. 5).

AND

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY,

having its headquarters at 1320 North Eastern Avenue, Los Angeles, California 90063-3294, represented by the Fire Chief, hereinafter called the "District";

AGREE TO THE FOLLOWING:

OBJECTIVE

ARTICLE 1

On July 1, 2021, the parties made and signed an agreement entitled "Agreement for the Lease of Services and CL-415 Amphibious Air Tankers for Firefighting Mission", relating to the leasing of at least two (2) CL-415 air tankers, hereinafter called "the SAG Air Tankers".

This agreement is an integral part of the Agreement for the Lease of Services and CL-415 Amphibious Air Tankers and is linked to it by reference.

The SAG Air Tankers will serve to fight fires in Southern California, primarily in Los Angeles County.

TERM

ARTICLE 2

The term of the contract is three (3) years. The leasing period for a term of ninety (90) days begins on or about the first (1st) of September. SAG shall take all the necessary measures to ensure that its air tankers land at their main base in Van Nuys, California, before the beginning of the leasing period.

If, in application of articles 6.4 and 6.5 of the Lease Agreement, the term of the contract were to exceed 90 days, it is understood that it may not exceed 183 days, including the days necessary for SAG's arrival and departure. In the event the District requires SAG's services for more than

Initials _____
Québec

Initials _____
District

183 days (including the days necessary for arrival and departure), it is understood that the District will reimburse SAG for all the taxes and charges or other amounts that might be due by SAG, non-exhaustively including the amounts provided for under the "Income Tax Treaty" between the United States and Canada.

CHARGES AND PAYMENT PROVISIONS

ARTICLE 3

The annual adjustment of the charges will be based on the annual average of the Province of Quebec's Consumer Price Index of the preceding year of the signature of the Exhibit B.

Link: <https://statistique.quebec.ca/en/document/consumer-price-index-cpi/tableau/consumer-price-index-cpi-overall-index-canada-quebec-montreal-cma-annual-averages>

The charges for the first year of the contract for the year 2021-2022 will be:

A) Basic charges

The charges for leasing of EACH of the SAG CL-415 Air Tankers are the following:

- For the first thirty (30) days: SIX HUNDRED NINETY-FOUR THOUSAND FIVE HUNDRED TWENTY-TWO AMERICAN DOLLARS (694,522 \$US).
- For each additional day after the thirtieth (30th) day: FIFTEEN THOUSAND FOUR HUNDRED THIRTY-EIGHT AMERICAN DOLLARS (15,438 \$US).

These charges include the wages and transportation expenses of the SAG Air Tankers and personnel, the lodging expenses and the other expenses of the personnel.

Additional charges could be applied if significant costs are generated by the Covid-19 pandemic (including costs related to additional teams required in the event of quarantine of 50% and more of crew members). These additional charges will be agreed upon with the District. Invoices will be provided in support of these additional fees.

B) Hourly rates

For each hour of flying time flown at the District's request, the sum of ONE THOUSAND THREE HUNDRED EIGHTY-EIGHT AMERICAN DOLLARS (1,388 \$US) will be paid to SAG.

This rate includes everything except fuel, which will be supplied by the District or will be reimbursed by the District, if it is purchased by SAG.

The hours of flying time will be accounted for by means of the Hobbs meter, confirmed by the flight reports established by the crew of the SAG Air Tankers and approved by the

Initials _____
Québec

Initials _____
District

District's duly authorized representative.

C) Daily compensation of personnel

When the District will inform SAG that it is terminating the leasing period for the year in accordance with paragraph 6.5 of the agreement, SAG will reduce its staff level to three (3) persons per air tanker once said air tankers will be declared no longer available for firefighting. From that day on and for a period of up to fifteen (15) days effective from the initial notice, the District accepts to reimburse SAG for dally compensation for the personnel of TWO THOUSAND EIGHT HUNDRED THIRTY AMERICAN DOLLARS (2,830 \$US) per day per air tanker as wages and living expenses of SAG's personnel in replacement of the basic charges.

D) Taxes, charges, tax expenses

If the District requires SAG's services beyond 183 days (including the days necessary for arrival and departure), it is understood that the District will reimburse SAG for all the taxes and charges or other amount that might be due by SAG, non-exhaustively including the amounts provided for under the "Income Tax Treaty" between the United States and Canada.

E) Payment provisions

SAG will submit an invoice to the District in the amount due to it for each thirty (30) day period.

The final balance will be payable by the District no later than thirty (30) days after the departure of the SAG Air Tankers.

INSURANCE

ARTICLE 4

The proof of insurance will be sent upon the execution of this schedule according to the third paragraph of article 13 (13.1) of the agreement concerning insurance.

- Liability insurance of ONE HUNDRED AND FIFTY MILLION CANADIAN DOLLARS (\$ 150,000,000 CA)
- Insurance coverage for the hull of each air tanker or, in the case that no hull insurance is subscribed, the SAG assumes the risk and responsibility of providing services without hull insurance.

REMARKS

Initials _____ Initials _____
Québec District

ARTICLE 5

This agreement is signed in two originals, one in French and the other in English. In case of conflict of interpretation, the English version will take precedence.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on the date recorded below.

MINISTÈRE DES TRANSPORTS

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

By: _____
Chief Executive Officer

By: _____
Fire Chief

Date: _____

Date: _____

Witness: _____

Witness: _____

Initials _____
Québec

Initials _____
District

SOLE SOURCE CHECKLIST

Department Name: _____

☐ New Sole Source Contract

☐ Existing Sole Source Contract Date Sole Source Contract Approved: _____

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

Chief Executive Office

Date

Sole Source Checklist – Lease of Super Scoopers (Government of Quebec)

Justification 1:

The Government of Quebec, acting through its Minister of Transport, Service Aerien Gouvernemental (SAG) is the only entity that leases CL-415 Air Tankers (commonly known as “Super Scoopers”) to other agencies. Included in the lease are the aircrafts’ captains and co-pilots. SAG also provides a maintenance program that is “carded and certified” by the California Department of Forestry and Fire Protection (CAL FIRE).

The Super Scoopers enable the Consolidated Fire Protection District of Los Angeles County (District) to enhance its fire suppression capabilities during the annual fire season. The Super Scoopers provide services that are critical during extreme climatic conditions of the fire season.

Justification 12:

SAG will be entering its 28th year of service to Los Angeles County (County), during which they have provided superior performances during many challenging fire seasons. A new provider would incur an excessive and lengthy learning curve, as SAG’s flight crews are vastly familiar with County topography, water scoop locations and the policies and procedures that are inherent to the District’s aerial firefighting model.



COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2426
www.fire.lacounty.gov

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

BOARD OF SUPERVISORS

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DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

June 8, 2021

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

Dear Supervisors:

ADOPT RESOLUTION TO AUTHORIZE PARTICIPATION IN THE CALIFORNIA BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM FOR FISCAL YEAR 2021-22 (ALL DISTRICTS) (3 VOTES)

SUBJECT

Adopt a resolution to secure State funding through the California Department of Parks and Recreation, Division of Boating and Waterways (DBW), in support of boating safety and enforcement on waters within Los Angeles County (County). Also, authorize participation in the California Boating Safety and Enforcement Financial Aid Program (Program) by executing the Program agreement to reimburse the County in an amount not to exceed \$2.12 million.

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

1. Adopt the Resolution (Attachment I) whereby your Board:
 - Accepts the Legislature's commitment to provide future annual baseline funding for the County and gives priority consideration to any application submitted by the County to secure State funding in support of boating safety and enforcement on waters within the County.

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

LAWDALE
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
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

- Reaffirms the continued participation of the County, through the Consolidated Fire Protection District of Los Angeles County (District) and the Los Angeles County Sheriff's Department, in the Program for Fiscal Year (FY) 2021-22.
 - Certifies that the County, as a participant in the Program, shall expend the equivalent of 100 percent of its revenues collected from personal property tax on vessels of boat owners within the County for boating safety and enforcement.
 - Authorizes the Fire Chief and the Sheriff, or their designees, as County agents to sign and submit an application and related expenditure reimbursement claims to the DBW for State funding.
 - Authorizes the State funding received through the Program to be distributed solely to the Sheriff's Department.
2. Authorize the Chair of the Board of Supervisors to execute the Boating Safety and Enforcement Financial Aid Program Agreement (Attachment II), which is required as part of the application package. In executing the agreement, the County agrees to submit requests for reimbursement within sixty days of the end of the fiscal quarter; and, if such requests are submitted after the sixty days has expired, the State has the option to reduce the allocation by five percent.
 3. Find that the resolution and the funding of the County programs are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) of the CEQA Guidelines.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The DBW provides financial aid from the Harbors and Watercraft Revolving Fund to counties under the Program, as authorized by Section 663.7 of the Harbors and Navigation Code. The County has been part of this Program since 1995. Since FY 2006-07, the District has received up to \$2.12 million annually.

These monies are part of an agreement with the State to provide funding to the County as part of the transfer of ownership of eight State beaches located within the County. A key part of this agreement was the State's commitment to provide long-term funding assistance for the District (Attachment III).

The financial aid application was submitted to the DBW on December 22, 2020. Agencies already participating in the Program are required to submit the completed application six months prior to the start of the new fiscal year to provide the DBW sufficient time to prepare the annual agreement for each agency. The DBW is requesting that the attached agreement for FY 2021-22 be executed and submitted no later than June 15, 2021. In addition, the Harbors and Navigation Code and application criteria require that your Board, by resolution, authorize the County's participation in the Program, and certify that the County will expend no less than 100 percent of the amount collected from personal property taxes on vessels for

boating safety programs during the funding year. The certification is required because counties qualify only if they expend an amount equivalent to at least 100 percent of these personal property taxes on boating safety and enforcement.

The designation of the Fire Chief and the Sheriff, or their designees, as signatories to the multi-department application, is consistent with your Board's instructions of December 8, 1994, to pursue long-term funding from the State. This State funding will offset portions of the offshore marine rescue and enforcement activities not presently met by the personal property tax on vessels. In previous years, the funds received from the financial aid have allowed the budgeted funds for these purposes to support the operations of the eight State beaches. This State funding will be received solely by the Sheriff's Department.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Goal No. 3, Realize Tomorrow's Government Today, Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability to continually assess our efficiency and effectiveness, maximize and leverage resources, and hold ourselves accountable to maximize revenue.

FISCAL IMPACT/FINANCING

No matching funds are required. Counties must first expend the taxes collected from its resident boat owners before being entitled to any supplemental State funding from this Program. Only the cost of the Program, which exceeds the total fees and vessel taxes collected for the year, will be supplemented up to the maximum amount obligated by the State. The State's maximum funding for FY 2021-22 is \$2.12 million.

The County's FY 2021-22 application includes a request for \$15.900 million, net of fees and taxes, to maintain the County's boating safety and enforcement activities (Attachment IV). This request more than meets the State's funding requirement.

There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The DBW provides financial aid from the Harbors and Watercraft Revolving Fund to counties under the Program, as authorized by Section 663.7 of the Harbors and Navigation Code. It allows the County to receive funding so long as the County conducts boating safety and enforcement activities. The DBW requires one adopted resolution by the Board of Supervisors per fiscal year to designate one or more agencies to participate in the Program. The County has been part of this Program since 1995. The DBW is requesting that the attached agreement for FY 2021-22 be executed and submitted. The application for FY 2021-22 was timely submitted on December 22, 2020.

ENVIRONMENTAL DOCUMENTATION

This Resolution and the funding of the County programs are exempt from the CEQA pursuant to Section 15061 (b)(3) of the CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The services shall continue upon execution of this agreement.

CONCLUSION

Participation in the DBW Program will continue existing funding to the County's Boating Safety and Enforcement programs for FY 2021-22 and continue financial aid to the Sheriff's Department boating safety and law enforcement efforts in equal portions. Your Board's adoption of the Resolution and execution of the financial assistance certification authorizes participation in the Program.

Upon approval by your Board, please instruct the Executive Officer to return four copies of the adopted Board letter and Attachments I and II to the following office:

Consolidated Fire Protection District of Los Angeles County
Executive Office – Business Operations
Attention: Zuleyda Santana, Administrative Services Manager II
1320 N. Eastern Avenue
Los Angeles, CA 90063

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

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

ALEX VILLANUEVA, SHERIFF

DLO:sh

Enclosures

c: Chief Executive Officer
County Counsel
Auditor-Controller
Sheriff's Department

RESOLUTION

WHEREAS, the California Department of Parks and Recreation, Division of Boating and Waterways, pursuant to Section 663.7 of the Harbors and Navigation Code, provides supplemental State funding under the State Boating Safety and Enforcement Financial Aid Program to qualifying counties for boating safety and enforcement programs on waters under their jurisdiction; and

WHEREAS, the County of Los Angeles is charged with providing vital boating safety and enforcement services to a population in excess of nine (9) million people and over 60,000 registered boaters; and

WHEREAS, the County of Los Angeles, has received for boating safety and enforcement prior allocations from the California Department of Parks and Recreation, Division of Boating and Waterways, in Fiscal Years (FYs) 1995-96 through 2020-21, which has established an annual baseline funding for future participation in the program in accordance with Subdivision (g) of Section 5002.6 of the Public Resource Code and as addressed by Assembly Bill 122 (Rainey), Chapter 971, Statutes of 1996, Section 2 under the Harbors and Navigation Code Sections 85.2 and 663.7(a) and (c)(1).

WHEREAS, the current levels of those boating safety and enforcement services will continue through the Consolidated Fire Protection District of Los Angeles County (District) and the Los Angeles County Sheriff's Department; and

WHEREAS, allocation of said funding to any county or a public agency therein is contingent upon the County's governing body, the Board of Supervisors, adopting a resolution authorizing participation in the California Boating Safety and Enforcement Financial Aid Program and certifying that, during the funding year, an amount at least equal to the total amount collected by the County from personal property taxes on vessels will be expended on specified boating safety programs; and

WHEREAS, the Board of Supervisors of the County of Los Angeles through the District, and the Los Angeles County Sheriff's Department, wishes to participate in the California Boating Safety and Enforcement Financial Aid Program administered by the California Department of Parks and Recreation, Division of Boating and Waterways and will distribute the funds from the Boating Safety and Enforcement Financial Aid Program solely to the Los Angeles County Sheriff's Department.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles that the County of Los Angeles, through the District and the Los Angeles County Sheriff's Department, is hereby authorized to participate in and apply for the California Boating Safety and Enforcement Financial Aid Program for FY 2021-22.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Los Angeles hereby certifies that during FY 2021-22, the funding year, an amount equal to 100 percent of the amount received by the County in personal property taxes levied on vessels of boat owners within the County during FY 2020-21, the most recent fiscal year for which the annual total figure is available, will be expended on specified boating safety programs.

The foregoing resolution was on the 8th day of June 2021 adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.

CELIA ZAVALA,
Executive Officer
Clerk of the Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:
RODRIGO A. CASTRO-SILVA
County Counsel

By Jenny Tam
Deputy



Boating Safety and Enforcement Financial Aid Program Agreement

This agreement entered into this *1ST day of July, 2021*, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called “Department,” and the *COUNTY OF LOS ANGELES*, hereinafter called “Agency”;

WITNESSETH

WHEREAS, Contingent on approval of **Governor’s Fiscal Year 2021-22 Budget Act**, the Department intends to agree with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

WHEREAS, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this agreement and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

WHEREAS, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual agreement with each participating agency;

NOW, THEREFORE, it is mutually agreed as follows:

I. Applicable Law

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Agreement shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

II. Description of Services

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

III. Payments

- A. Maximum Amount. The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed **\$2,120,000.00** for the agreement term in full consideration of Agency’s performance of the services described in this agreement.
- B. Rate of Payment. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

- C. Submission of Claims. Agency shall submit claims for reimbursement to the Division contact person identified in paragraph V of this contract on a ___ monthly **OR** ☒ quarterly basis. **(Please check one)**
- D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

IV. Records

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

V. Notice

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

TO DEPARTMENT

*Ms. Joanna Andrade
Department of Parks and Recreation
Division of Boating and Waterways
One Capitol Mall, Suite 500
Sacramento, CA 95814*

TO AGENCY

*Theresa Barrera, Division Chief
Financial Management Division
Los Angeles County Fire Department
5801 S. Eastern Avenue, Suite 130
Commerce, CA 90040*

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

VI. Term

This agreement shall be for the term beginning **July 1, 2021**, and ending **June 30, 2022**.

VII. Prior Agreements

All prior agreements regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this agreement.

VIII. Amendment

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

IX. Termination

Agency may terminate this agreement without cause in writing at any time. Department may terminate this agreement without cause upon a sixty (60) days written notice served upon the Agency.

X. Special Provisions

- A. Agency hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.
- B. This agreement shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.
- C. Agency shall continue with the responsibilities of this agreement during any dispute.
- D. In the event of an allocation reduction for this program, an equal allotment will be decrease from every participant.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CALIFORNIA DEPARTMENT OF PARKS AND
RECREATION, DIVISION OF BOATING AND
WATERWAYS

By: _____

*California Department of Parks and Recreation,
Division of Boating and Waterways*

Date: _____

“Department”

COUNTY OF LOS ANGELES

By: _____

Title: _____

Date: _____

“Agency”

CELIA ZAVALA,
Executive Officer
Clerk of the Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:
RODRIGO A. CASTRO-SILVA
County Counsel

By Jenny Tam
Deputy

STATE'S COMMITMENT TO PROVIDE LONG-TERM FUNDING ASSISTANCE FOR THE DISTRICT

Public Resources Code, SECTION 1, Section 5002.6 (g), states:

"On and after June 30, 1998, it is the intent of the Legislature that any application by the County of Los Angeles Fire Department to secure State funding support for boating safety and enforcement on waters within the County of Los Angeles shall be given priority consideration by the Legislature, unless an alternative source of funding is secured prior to that date which serves the same or similar purposes."

The 1996 State Legislature addressed the intent of Section 5002.6 (g) to assist the District through Assembly Bill 122 (Rainey), Chapter 971, Statutes of 1996, which amended Section 663.7 of the Harbors and Navigation Code to establish a permanent funding allocation for current program recipients based upon their Fiscal Year 1996-97 allocation. The District's Lifeguard Rescue Safety Program is a current recipient and qualifies for this continued \$2.12 million funding by meeting all the criteria established by the Legislature and administered by DPRDBW as stated in the amended Harbors and Navigation Code Sections 85.2 and 663.7, Subdivision (a) and (c)(1), as follows:

Section 85.2 - "All money in the Harbors and Watercraft Revolving Fund shall be available, upon appropriation by the Legislature, for expenditure by the department for boating facilities development, boating safety, and boating regulation programs . . ."

Section 663.7 – Subdivision (a) – "Each county of the state is entitled to receive state financial aid for boating safety and enforcement programs on waters under its jurisdiction as provided in this section. A boating safety and enforcement program, as used in this section, includes search and rescue operations, recovery of drowned bodies, enforcement of state and local measures for regulation of boating activities, inspection of vessels, and supervision of organized water events."

Section 663.7 Subdivision (c)(1) – "Of the funds appropriated for boating safety and enforcement programs pursuant to Section 85.2, the department shall adopt and utilize a formula that first allocates funds to counties so that no county receives less than the amount it was allocated in the 1996-97 fiscal year, unless the county's program is reduced, or the county does not meet the eligibility requirements of this section. . . ."

GENERAL DESCRIPTION OF BOATING SAFETY AND ENFORCEMENT PROGRAMS

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY (DISTRICT)

The District's Lifeguard Division performs principal functions including search, rescue, recovery and emergency medical services for the maritime vicinity and inland waterways of Los Angeles County. The areas of responsibility cover 1,686 square miles of Los Angeles County inland waterways and coastal areas, including 72 miles of public beaches and open ocean waters, extending to and including the waters of Santa Catalina, San Clemente and the Santa Barbara Islands. Additionally, the District, through a Memorandum of Understanding with the United States Coast Guard, responds to an expanded area between Ventura and Orange Counties up to 50 nautical miles from shore. The district performs these functions under the following operational units.

LACoFD Lifeguard Rescue Boat Operations: The District maintains 24-hours, 365 days / yr marine rescue boat services at Avalon and Two Harbors on Santa Catalina Island, Marina del Rey, Redondo Beach King Harbor, and Cabrillo Beach in San Pedro. In addition, there are three 24-hour operation centers (Malibu, Santa Monica, and Hermosa Beach) which monitor marine emergency frequencies and dispatch on-call search and rescue vessels from the Los Angeles Harbor, Redondo Beach King Harbor, Marina del Rey and Malibu Pier. During peak boating season, there are a minimum of seven offshore rescue boats patrolling the Los Angeles coastline with the ability to augment to a total of 10 rescue boats.

The District's primary resources for marine search and rescue include ten offshore all-weather rescue boats; three trailer-based vessels for inland response; one 40-foot dedicated fire boat; one 35-foot dedicated fire boat; six rigid-hull, inflatable rescue boats; and eight rescue watercraft patrol vessels. District rescue boats are under the command of U.S. Coast Guard licensed Captains and are supplied with the necessary fire suppression equipment, emergency pumping capacity, towing gear, emergency medical equipment, helicopter lift and hoist capability, and emergency underwater rescue gear to handle any maritime rescue incident.

District Rescue Boat Emergency Responses and Maritime Services include:

- Search and Rescue Operations
- Emergency Medical Response – EMT & Paramedic
- Boat Fire Suppression, overhaul and investigation
- Boat distress, emergency salvage and towing operations
- Underwater Rescue and Recovery
- Catalina Hyperbaric Chamber – Paramedic Service for dive accidents
- Homeland Security Marine Domain Awareness Patrols & Documentation

- Recreational Boating and Water Sports Safety and Enforcement
- Commercial Fishing and Recreational Dive Boat Safety and Enforcement
- Fish and Wildlife education and enforcement

Mandatory training and certification requirements for District rescue boat personnel include:

- U.S. Coast Guard Merchant Mariner Credential with towing endorsements
- EMT or Paramedic with Defibrillator certification
- Marine Firefighting certification
- Rescue Boat Operations Training certification
- Rescue SCUBA certification
- PC 832 "Powers of Arrest"

Supervision of water activities and events by District rescue boats and personnel include interagency training: Los Angeles International Airport (LAX) Disaster Drills, Coast Guard Search and Rescue Coordination, Oil Spill Contingency, Major Marine Disaster Plans; and supervision of various rough water swims, paddle races, beach festivals, fishing derbies, boat shows, and boat parades.

LACoFD Lifeguard Underwater Operations: The District maintains a deployable 35 person underwater rescue and recovery unit that responds to all Los Angeles County inland water ways including Castaic, Pyramid, and Puddingstone Lakes as well as the California Aqueduct and several other reservoirs within the Los Angeles Metropolitan Water District. The unit also responds to Los Angeles County Maritime areas along the 72 miles of coastline and the Catalina, San Clemente and Santa Barbara Islands. The unit's capabilities and response types include:

- Search, Rescue and Recovery Operations of people & property
- Boat Fire Responses
- Boats sinking / taking on water
- Aircraft Incidents
- Environmental Disaster Mitigation

Mandatory training and certification requirements for District underwater operations personnel include:

- Rescue SCUBA certifications
- Underwater Instructor certifications
- Full Face Mask (FFM) Communications Training
- Current & Tethered Diving Certifications
- Lifting and Salvage Training
- Helicopter deployment & rescue training

SHERIFF'S DEPARTMENT

The Los Angeles County Sheriff's Department (LASD or Department) currently serves a number of waterways within the County and has extensive experience in boating safety and enforcement services. The Department's four organizational units are:

Avalon Sheriff Station: Avalon Sheriff Station is located on Santa Catalina Island and services one city (of 3,500 residents and one-million annual visitors), three other communities on Santa Catalina Island, seven costal children/family camps, fifteen yacht clubs, one support fishing club, sixteen designated beach campgrounds, one university marine science center, and one airport.

LASD Santa Catalina Island resident deputies conduct maritime patrols upon near coastal waters around Santa Catalina and San Clemente Islands, and about 567 square miles of the Outer Santa Barbara Passage, between the two islands.

Marine responses can also extend to Santa Barbara Island and into the San Pedro Channel, toward the Southern California mainland. Avalon Sheriff Station has the largest and most remote maritime patrol area of any LASD Sheriff station, patrolling out to 65 miles south of the Port of Los Angeles.

Avalon Sheriff Station commands law enforcement, marine search and rescue, and homeland security jurisdictional authority along 209 square miles of coastal waters around Santa Catalina Island. Responsibility includes port security for Avalon Harbor (a daily port for commercial commuter ferries) and the local federal anchorage (a bi-weekly port for international cruise ships).

Avalon Station's patrol area also cover 207 square miles of coastal waters around San Clemente Island, which is part of Los Angeles County but owned by the U.S. Navy. Avalon Station maintains a MOU with the U.S. Navy at SCI.

The ocean waters around Santa Catalina and San Clemente Islands attract multitude of water enthusiasts daily from the Los Angeles metropolis and other areas.

Deputies conduct proactive water safety education and enforcement with the many sail boaters, power boaters, recreational sport fishermen (private and charter), scuba divers (private and charter), jet skiers, kayakers, paddle boarders, and live-aboard boaters in the area waters.

The rich sea beds around Santa Catalina and San Clemente Islands also draw large numbers of commercial fishing boats from many different ports.

Due to frequent rough seas and high winds, unprotected harbors, and desolate coastline: waterborne search and rescue operations, and responses to help distressed boaters are common.

Maritime calls for service include: responding to diver, swimmer, and vessel accidents; aircraft crashes; commercial fishermen regulation; fish and game violations; larceny; domestic disputes; boating under the influence (BUI) and other boating violations; narcotics violations and smuggling; environmental issues; firearms violations; homicides; and assisting Baywatch lifeguard paramedics with medical responses and medivac.

In summary, Avalon Sheriff Station's maritime service includes:

- Homeland Security and Counter Smuggling Operations;
- Search and Rescue Operations;
- Recreational Boating and Water Sports Safety and Enforcement;
- Commercial Fishing and Dive Boat Safety and Enforcement;
- Regulating Transient Live-Aboard Boaters;
- Medical Assistance;
- Responding to Vessel Fires and Distress;
- Diver Rescue and Recovery;
- Fish and Game Enforcement;
- U.S. Navy Assistance, San Clemente Island;
- Port Security; and
- Station Details.

Currently, two LASD patrol boats (with electronic navigation, radar, FLIR, and towing assets) are operated out of Two Harbors (a small community which is located 12 miles west of the City of Avalon). The LASD boats are stationed at each side of the Two Harbors Isthmus, for deployment to the north and south sides of Santa Catalina Island.

LASD's Special Enforcement Bureau, Emergency Services Detail (ESD) and Maritime Cadre are designated to support Avalon Station's maritime operations: conducting directed patrol, search and rescue, diver recovery, and counter smuggling operations within Avalon Sheriff Station's reporting districts and area of responsibility.

Special Enforcement Bureau:

The Special Enforcement Bureau consists of five details. The Special Enforcement Detail, Emergency Services Detail, Canine Services Detail, Hazmat Detail and Arson/Explosives Detail. All of these details conduct maritime operations. The Emergency Services Detail (ESD) is the Department's tactical paramedics and rescue specialists. The unit maintains a team on duty 24-hours a day. The unit's members are special weapons team members and are trained/certified in the following areas: Special weapons and tactics/tactical operations, mountain/rural rescue, ocean/swift water rescue and Public Safety divers. Additionally, each of the members is a licensed paramedic and is able to deliver advanced life support care in any of the austere environments the unit works in. The unit's members also

maintain cadres with advanced expertise involving instructor-level certifications to train its own members and those from Special Enforcement Bureau and outside agencies. ESD also functions as a Federal Emergency Management Agency asset and has been called on numerous times to offer its expertise and services in California and across the nation (Hurricane Katrina). Members of the unit have extensive tactical experience. Training to be an ESD deputy is extensive and, once started, lasts about 18 months to become operational.

The ESD is designated to conduct search, rescue, and recovery operations in the County. This unit provides support in the form of boating safety and enforcement for Marina Del Rey, Santa Catalina Island, Castaic Lake, Pyramid Lake, Puddingstone Lake, Whittier Lake, Jackson Lake, and over 100 local Los Angeles County lakes, ponds, and waterways.

The ESD has the responsibility for conducting all underwater search and recovery operations. Each year, this unit conducts multi-day recovery operations for individuals who have drowned or otherwise perished as a direct result of boating accidents. Additionally, this unit provides boat patrol for coastal areas, the Catalina Channel, and the ocean area between Catalina and San Clement Island. They also assist with Pyramid Lake, Castaic Lake and Santa Catalina Island on holidays and busy weekends.

Marina Del Rey (Harbor Patrol): The Los Angeles County Harbor Patrol was formed in 1962 as a Division of the Department of Small Craft Harbors. The Harbor Patrol provides safety and enforcement services to the boating community in the protected waters of Marina Del Rey Small Craft Harbor and adjacent beaches. Marina Del Rey is a year-round recreational area consisting of 403 acres of water and 401 acres of land. Within its confines are sixteen restaurants, twelve yacht clubs, four hotels, two major boat yards, and numerous apartment/ condominium complexes housing 12,000 permanent residents. The Sheriff's Harbor Patrol within Marina Del Rey is responsible for conducting marine safety and enforcement patrol in the protected waters of the marina, the waters of Santa Monica Bay, and patrols of the maritime domain of Los Angeles County. This region encompasses approximately 128 miles of coastline and 70 miles of coastal waters. Marina Del Rey Station staffs and deploys an off-shore patrol vessel (*Tradition*) that covers the entire county coastline from Orange County to Ventura County.

Additionally, while maintaining emergency response capabilities beyond the bay's area, the Harbor Patrol also serves as the County Disaster Coordination Center for aircraft emergencies occurring over waters adjacent to the LAX.

Pyramid Lake Recreational Area: The Pyramid Lake Recreational Area, which includes Emigrant Landing, Los Alamos Campground and Vista del Lago Center, attracts up to 500,000 persons yearly. Pyramid Lake was opened in 1974 and has 1,297 surface acres and 21 miles of shoreline. Pyramid Lake is located in the Angeles National Forest, an unincorporated area patrolled by the LASD. Deputies perform all aspects of boating safety and law enforcement. They enforce all

boating laws using verbal warnings, issuance of citations, or arrest. They educate the public through courtesy vessel inspections and boating safety videotapes. They are the first responders to all emergencies on Pyramid Lake and its associated shoreline. Boat handler deputies are emergency medical technicians and handle all medical aid incidents on this facility. Deputies prepare required reports, investigate all boating accidents, and file criminal complaints when warranted. The deputies have rescue dive capabilities, aid disabled vessels, handle salvage operations, and perform all general law enforcement in the recreational area.

On December 15, 2009, the Board of Supervisors voted and approved the consolidation of the LASD and the Los Angeles County Police. Effective July 1, 2010, the merger commenced, at which time, LASD took over all law enforcement responsibilities on and around Castaic Lake and Bonelli Lake in San Dimas.

The Castaic Lake Recreational Facility includes the Main Lake and Lower Lagoon areas. The Main Lake covers 2,235 surface acres and has 29 miles of shoreline and two launch ramp facilities. The Lower Lagoon covers 197 surface acres and has one launch ramp facility. There is an adjacent campground on the shoreline of the Lower Lagoon, which includes 90 overnight campsites. There is also a large swim beach area along the shoreline of the Lower Lagoon. The Los Angeles County lifeguards also provide trained personnel to conduct boating enforcement and aquatic and medical rescues. The estimated annual attendance of both the upper and lower lakes at Castaic is approximately 1,750,000.



COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2426
www.fire.lacounty.gov

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

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FIRE CHIEF
FORESTER & FIRE WARDEN

BOARD OF SUPERVISORS

HILDA L. SOLIS
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THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

June 8, 2021

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

Dear Supervisors:

ADOPT RESOLUTION TO AUTHORIZE PARTICIPATION IN THE CALIFORNIA BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM FOR FISCAL YEAR 2021-22 (ALL DISTRICTS) (3 VOTES)

SUBJECT

Adopt a resolution to secure State funding through the California Department of Parks and Recreation, Division of Boating and Waterways (DBW), in support of boating safety and enforcement on waters within Los Angeles County (County). Also, authorize participation in the California Boating Safety and Enforcement Financial Aid Program (Program) by executing the Program agreement to reimburse the County in an amount not to exceed \$2.12 million.

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

1. Adopt the Resolution (Attachment I) whereby your Board:
 - Accepts the Legislature's commitment to provide future annual baseline funding for the County and gives priority consideration to any application submitted by the County to secure State funding in support of boating safety and enforcement on waters within the County.

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

LAWDALE
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
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

- Reaffirms the continued participation of the County, through the Consolidated Fire Protection District of Los Angeles County (District) and the Los Angeles County Sheriff's Department, in the Program for Fiscal Year (FY) 2021-22.
 - Certifies that the County, as a participant in the Program, shall expend the equivalent of 100 percent of its revenues collected from personal property tax on vessels of boat owners within the County for boating safety and enforcement.
 - Authorizes the Fire Chief and the Sheriff, or their designees, as County agents to sign and submit an application and related expenditure reimbursement claims to the DBW for State funding.
 - Authorizes the State funding received through the Program to be distributed solely to the District.
2. Authorize the Chair of the Board of Supervisors to execute the Boating Safety and Enforcement Financial Aid Program Agreement (Attachment II), which is required as part of the application package. In executing the agreement, the County agrees to submit requests for reimbursement within sixty days of the end of the fiscal quarter; and, if such requests are submitted after the sixty days has expired, the State has the option to reduce the allocation by five percent.
 3. Find that the resolution and the funding of the County programs are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) of the CEQA Guidelines.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The DBW provides financial aid from the Harbors and Watercraft Revolving Fund to counties under the Program, as authorized by Section 663.7 of the Harbors and Navigation Code. The County has been part of this Program since 1995. Since FY 2006-07, the District has received up to \$2.12 million annually.

These monies are part of an agreement with the State to provide funding to the County as part of the transfer of ownership of eight State beaches located within the County. A key part of this agreement was the State's commitment to provide long-term funding assistance for the District (Attachment III).

The financial aid application was submitted to the DBW on December 22, 2020. Agencies already participating in the Program are required to submit the completed application six months prior to the start of the new fiscal year to provide the DBW sufficient time to prepare the annual agreement for each agency. The DBW is requesting that the attached agreement for FY 2021-22 be executed and submitted no later than June 15, 2021. In addition, the Harbors and Navigation Code and application criteria require that your Board, by resolution, authorize the County's participation in the Program, and certify that the County will expend no less than 100 percent of the amount collected from personal property taxes on vessels for

boating safety programs during the funding year. The certification is required because counties qualify only if they expend an amount equivalent to at least 100 percent of these personal property taxes on boating safety and enforcement.

The designation of the Fire Chief and the Sheriff, or their designees, as signatories to the multi-department application, is consistent with your Board's instructions of December 8, 1994, to pursue long-term funding from the State. This State funding will offset portions of the offshore marine rescue and enforcement activities not presently met by the personal property tax on vessels. In previous years, the funds received from the financial aid have allowed the budgeted funds for these purposes to support the operations of the eight State beaches. This State funding will be received solely by the District.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Goal No. 3, Realize Tomorrow's Government Today, Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability to continually assess our efficiency and effectiveness, maximize and leverage resources, and hold ourselves accountable to maximize revenue.

FISCAL IMPACT/FINANCING

No matching funds are required. Counties must first expend the taxes collected from its resident boat owners before being entitled to any supplemental State funding from this Program. Only the cost of the Program, which exceeds the total fees and vessel taxes collected for the year, will be supplemented up to the maximum amount obligated by the State. The State's maximum funding for FY 2021-22 is \$2.12 million.

The County's FY 2021-22 application includes a request for \$15.900 million, net of fees and taxes, to maintain the County's boating safety and enforcement activities (Attachment IV). This request more than meets the State's funding requirement.

There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The DBW provides financial aid from the Harbors and Watercraft Revolving Fund to counties under the Program, as authorized by Section 663.7 of the Harbors and Navigation Code. It allows the County to receive funding so long as the County conducts boating safety and enforcement activities. The DBW requires one adopted resolution by the Board of Supervisors per fiscal year to designate one or more agencies to participate in the Program. The County has been part of this Program since 1995. The DBW is requesting that the attached agreement for FY 2021-22 be executed and submitted. The application for FY 2021-22 was timely submitted on December 22, 2020.

ENVIRONMENTAL DOCUMENTATION

This Resolution and the funding of the County programs are exempt from the CEQA pursuant to Section 15061 (b)(3) of the CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The services shall continue upon execution of this agreement.

CONCLUSION

Participation in the DBW Program will continue existing funding to the District Lifeguard rescue services for FY 2021-22 and continue financial aid to the Sheriff's Department boating safety and law enforcement efforts in equal portions. Your Board's adoption of the Resolution and execution of the financial assistance certification authorizes participation in the Program.

Upon approval by your Board, please instruct the Executive Officer to return four copies of the adopted Board letter and Attachments I and II to the following office:

Consolidated Fire Protection District of Los Angeles County
Executive Office – Business Operations
Attention: Zuleyda Santana, Administrative Services Manager II
1320 N. Eastern Avenue
Los Angeles, CA 90063

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

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

ALEX VILLANUEVA, SHERIFF

DLO:sh

Enclosures

c: Chief Executive Officer
County Counsel
Auditor-Controller
Sheriff's Department

RESOLUTION

WHEREAS, Assembly Bill 909 (Bowen), Chapter 472, Statutes of 1995, amended Public Resources Code Section 5002.6, Subdivision (g) to read: “On and after June 30, 1998, it is the intent of the Legislature that any application by the Consolidated Fire Protection District of Los Angeles County (District) to secure State funding support for boating safety and enforcement on waters within the County of Los Angeles shall be given priority consideration by the Legislature, unless an alternative source of funding is secured prior to that date which serves the same or similar purposes.”

WHEREAS, the District, has received for boating safety and enforcement prior allocations from the California Department of Parks and Recreation, Division of Boating and Waterways, in Fiscal Years (FYs) 1995-96 through 2020-21, which has established an annual baseline funding for future participation in the program in accordance with Subdivision (g) of Section 5002.6 of the Public Resource Code and as addressed by Assembly Bill 122 (Rainey), Chapter 971, Statutes of 1996, Section 2 under the Harbors and Navigation Code Sections 85.2 and 663.7(a) and (c)(1).

WHEREAS, other funding may be available to counties through the California Boating Safety and Enforcement Financial Aid Program; and

WHEREAS, the California Department of Parks and Recreation, Division of Boating and Waterways, pursuant to Section 663.7 of the Harbors and Navigation Code, provides supplemental State funding under the State Boating Safety and Enforcement Financial Aid Program to qualifying counties for boating safety and enforcement programs on waters under their jurisdiction; and

WHEREAS, the County of Los Angeles is charged with providing vital boating safety and enforcement services to a population in excess of nine (9) million people and over 60,000 registered boaters; and

WHEREAS, the current levels of those boating safety and enforcement services will continue through the District and the Los Angeles County Sheriff's Department; and

WHEREAS, allocation of said funding to any county or a public agency therein is contingent upon the County's governing body, the Board of Supervisors, adopting a resolution authorizing participation in the California Boating Safety and Enforcement Financial Aid Program and certifying that, during the funding year, an amount at least equal to the total amount collected by the County from personal property taxes on vessels will be expended on specified boating safety programs; and

WHEREAS, the Board of Supervisors of the County of Los Angeles through the District, and the Los Angeles County Sheriff's Department, wishes to participate in the

California Boating Safety and Enforcement Financial Aid Program administered by the California Department of Parks and Recreation, Division of Boating and Waterways and will distribute the funds from the Boating Safety and Enforcement Financial Aid Program solely to the District.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles that the County of Los Angeles, through the District and the Los Angeles County Sheriff's Department, is hereby authorized to participate in and apply for the California Boating Safety and Enforcement Financial Aid Program for FY 2021-22.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Los Angeles hereby certifies that during FY 2021-22, the funding year, an amount equal to 100 percent of the amount received by the County in personal property taxes levied on vessels of boat owners within the County during FY 2020-21, the most recent fiscal year for which the annual total figure is available, will be expended on specified boating safety programs.

The foregoing resolution was on the 8th day of June 2021 adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.

CELIA ZAVALA,
Executive Officer
Clerk of the Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:
RODRIGO A. CASTRO-SILVA
County Counsel

By Jenny Tam
Deputy



Boating Safety and Enforcement Financial Aid Program Agreement

This agreement entered into this *1ST day of July, 2021*, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called “Department,” and the *COUNTY OF LOS ANGELES*, hereinafter called “Agency”;

WITNESSETH

WHEREAS, Contingent on approval of **Governor’s Fiscal Year 2021-22 Budget Act**, the Department intends to agree with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

WHEREAS, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this agreement and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

WHEREAS, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual agreement with each participating agency;

NOW, THEREFORE, it is mutually agreed as follows:

I. Applicable Law

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Agreement shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

II. Description of Services

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

III. Payments

- A. Maximum Amount. The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed **\$2,120,000.00** for the agreement term in full consideration of Agency’s performance of the services described in this agreement.
- B. Rate of Payment. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

- C. Submission of Claims. Agency shall submit claims for reimbursement to the Division contact person identified in paragraph V of this contract on a ___ monthly **OR** ☒ quarterly basis. **(Please check one)**
- D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

IV. Records

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

V. Notice

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

TO DEPARTMENT

*Ms. Joanna Andrade
Department of Parks and Recreation
Division of Boating and Waterways
One Capitol Mall, Suite 500
Sacramento, CA 95814*

TO AGENCY

*Theresa Barrera, Division Chief
Financial Management Division
Los Angeles County Fire Department
5801 S. Eastern Avenue, Suite 130
Commerce, CA 90040*

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

VI. Term

This agreement shall be for the term beginning **July 1, 2021**, and ending **June 30, 2022**.

VII. Prior Agreements

All prior agreements regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this agreement.

VIII. Amendment

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

IX. Termination

Agency may terminate this agreement without cause in writing at any time. Department may terminate this agreement without cause upon a sixty (60) days written notice served upon the Agency.

X. Special Provisions

- A. Agency hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.
- B. This agreement shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.
- C. Agency shall continue with the responsibilities of this agreement during any dispute.
- D. In the event of an allocation reduction for this program, an equal allotment will be decrease from every participant.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CALIFORNIA DEPARTMENT OF PARKS AND
RECREATION, DIVISION OF BOATING AND
WATERWAYS

By: _____

*California Department of Parks and Recreation,
Division of Boating and Waterways*

Date: _____

“Department”

COUNTY OF LOS ANGELES

By: _____

Title: _____

Date: _____

“Agency”

CELIA ZAVALA,
Executive Officer
Clerk of the Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:
RODRIGO A. CASTRO-SILVA
County Counsel

By Jenny Tam
Deputy

STATE'S COMMITMENT TO PROVIDE LONG-TERM FUNDING ASSISTANCE FOR THE DISTRICT

Public Resources Code, SECTION 1, Section 5002.6 (g), states:

"On and after June 30, 1998, it is the intent of the Legislature that any application by the County of Los Angeles Fire Department to secure State funding support for boating safety and enforcement on waters within the County of Los Angeles shall be given priority consideration by the Legislature, unless an alternative source of funding is secured prior to that date which serves the same or similar purposes."

The 1996 State Legislature addressed the intent of Section 5002.6 (g) to assist the District through Assembly Bill 122 (Rainey), Chapter 971, Statutes of 1996, which amended Section 663.7 of the Harbors and Navigation Code to establish a permanent funding allocation for current program recipients based upon their Fiscal Year 1996-97 allocation. The District's Lifeguard Rescue Safety Program is a current recipient and qualifies for this continued \$2.12 million funding by meeting all the criteria established by the Legislature and administered by DPRDBW as stated in the amended Harbors and Navigation Code Sections 85.2 and 663.7, Subdivision (a) and (c)(1), as follows:

Section 85.2 - "All money in the Harbors and Watercraft Revolving Fund shall be available, upon appropriation by the Legislature, for expenditure by the department for boating facilities development, boating safety, and boating regulation programs . . ."

Section 663.7 – Subdivision (a) – "Each county of the state is entitled to receive state financial aid for boating safety and enforcement programs on waters under its jurisdiction as provided in this section. A boating safety and enforcement program, as used in this section, includes search and rescue operations, recovery of drowned bodies, enforcement of state and local measures for regulation of boating activities, inspection of vessels, and supervision of organized water events."

Section 663.7 Subdivision (c)(1) – "Of the funds appropriated for boating safety and enforcement programs pursuant to Section 85.2, the department shall adopt and utilize a formula that first allocates funds to counties so that no county receives less than the amount it was allocated in the 1996-97 fiscal year, unless the county's program is reduced, or the county does not meet the eligibility requirements of this section. . . ."

GENERAL DESCRIPTION OF BOATING SAFETY AND ENFORCEMENT PROGRAMS

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY (DISTRICT)

The District's Lifeguard Division performs principal functions including search, rescue, recovery and emergency medical services for the maritime vicinity and inland waterways of Los Angeles County. The areas of responsibility cover 1,686 square miles of Los Angeles County inland waterways and coastal areas, including 72 miles of public beaches and open ocean waters, extending to and including the waters of Santa Catalina, San Clemente and the Santa Barbara Islands. Additionally, the District, through a Memorandum of Understanding with the United States Coast Guard, responds to an expanded area between Ventura and Orange Counties up to 50 nautical miles from shore. The district performs these functions under the following operational units.

LACoFD Lifeguard Rescue Boat Operations: The District maintains 24-hours, 365 days / yr marine rescue boat services at Avalon and Two Harbors on Santa Catalina Island, Marina del Rey, Redondo Beach King Harbor, and Cabrillo Beach in San Pedro. In addition, there are three 24-hour operation centers (Malibu, Santa Monica, and Hermosa Beach) which monitor marine emergency frequencies and dispatch on-call search and rescue vessels from the Los Angeles Harbor, Redondo Beach King Harbor, Marina del Rey and Malibu Pier. During peak boating season, there are a minimum of seven offshore rescue boats patrolling the Los Angeles coastline with the ability to augment to a total of 10 rescue boats.

The District's primary resources for marine search and rescue include ten offshore all-weather rescue boats; three trailer-based vessels for inland response; one 40-foot dedicated fire boat; one 35-foot dedicated fire boat; six rigid-hull, inflatable rescue boats; and eight rescue watercraft patrol vessels. District rescue boats are under the command of U.S. Coast Guard licensed Captains and are supplied with the necessary fire suppression equipment, emergency pumping capacity, towing gear, emergency medical equipment, helicopter lift and hoist capability, and emergency underwater rescue gear to handle any maritime rescue incident.

District Rescue Boat Emergency Responses and Maritime Services include:

- Search and Rescue Operations
- Emergency Medical Response – EMT & Paramedic
- Boat Fire Suppression, overhaul and investigation
- Boat distress, emergency salvage and towing operations
- Underwater Rescue and Recovery
- Catalina Hyperbaric Chamber – Paramedic Service for dive accidents
- Homeland Security Marine Domain Awareness Patrols & Documentation

- Recreational Boating and Water Sports Safety and Enforcement
- Commercial Fishing and Recreational Dive Boat Safety and Enforcement
- Fish and Wildlife education and enforcement

Mandatory training and certification requirements for District rescue boat personnel include:

- U.S. Coast Guard Merchant Mariner Credential with towing endorsements
- EMT or Paramedic with Defibrillator certification
- Marine Firefighting certification
- Rescue Boat Operations Training certification
- Rescue SCUBA certification
- PC 832 "Powers of Arrest"

Supervision of water activities and events by District rescue boats and personnel include interagency training: Los Angeles International Airport (LAX) Disaster Drills, Coast Guard Search and Rescue Coordination, Oil Spill Contingency, Major Marine Disaster Plans; and supervision of various rough water swims, paddle races, beach festivals, fishing derbies, boat shows, and boat parades.

LACoFD Lifeguard Underwater Operations: The District maintains a deployable 35 person underwater rescue and recovery unit that responds to all Los Angeles County inland water ways including Castaic, Pyramid, and Puddingstone Lakes as well as the California Aqueduct and several other reservoirs within the Los Angeles Metropolitan Water District. The unit also responds to Los Angeles County Maritime areas along the 72 miles of coastline and the Catalina, San Clemente and Santa Barbara Islands. The unit's capabilities and response types include:

- Search, Rescue and Recovery Operations of people & property
- Boat Fire Responses
- Boats sinking / taking on water
- Aircraft Incidents
- Environmental Disaster Mitigation

Mandatory training and certification requirements for District underwater operations personnel include:

- Rescue SCUBA certifications
- Underwater Instructor certifications
- Full Face Mask (FFM) Communications Training
- Current & Tethered Diving Certifications
- Lifting and Salvage Training
- Helicopter deployment & rescue training

SHERIFF'S DEPARTMENT

The Los Angeles County Sheriff's Department (LASD or Department) currently serves a number of waterways within the County and has extensive experience in boating safety and enforcement services. The Department's four organizational units are:

Avalon Sheriff Station: Avalon Sheriff Station is located on Santa Catalina Island and services one city (of 3,500 residents and one-million annual visitors), three other communities on Santa Catalina Island, seven costal children/family camps, fifteen yacht clubs, one support fishing club, sixteen designated beach campgrounds, one university marine science center, and one airport.

LASD Santa Catalina Island resident deputies conduct maritime patrols upon near coastal waters around Santa Catalina and San Clemente Islands, and about 567 square miles of the Outer Santa Barbara Passage, between the two islands.

Marine responses can also extend to Santa Barbara Island and into the San Pedro Channel, toward the Southern California mainland. Avalon Sheriff Station has the largest and most remote maritime patrol area of any LASD Sheriff station, patrolling out to 65 miles south of the Port of Los Angeles.

Avalon Sheriff Station commands law enforcement, marine search and rescue, and homeland security jurisdictional authority along 209 square miles of coastal waters around Santa Catalina Island. Responsibility includes port security for Avalon Harbor (a daily port for commercial commuter ferries) and the local federal anchorage (a bi-weekly port for international cruise ships).

Avalon Station's patrol area also cover 207 square miles of coastal waters around San Clemente Island, which is part of Los Angeles County but owned by the U.S. Navy. Avalon Station maintains a MOU with the U.S. Navy at SCI.

The ocean waters around Santa Catalina and San Clemente Islands attract multitude of water enthusiasts daily from the Los Angeles metropolis and other areas.

Deputies conduct proactive water safety education and enforcement with the many sail boaters, power boaters, recreational sport fishermen (private and charter), scuba divers (private and charter), jet skiers, kayakers, paddle boarders, and live-aboard boaters in the area waters.

The rich sea beds around Santa Catalina and San Clemente Islands also draw large numbers of commercial fishing boats from many different ports.

Due to frequent rough seas and high winds, unprotected harbors, and desolate coastline: waterborne search and rescue operations, and responses to help distressed boaters are common.

Maritime calls for service include: responding to diver, swimmer, and vessel accidents; aircraft crashes; commercial fishermen regulation; fish and game violations; larceny; domestic disputes; boating under the influence (BUI) and other boating violations; narcotics violations and smuggling; environmental issues; firearms violations; homicides; and assisting Baywatch lifeguard paramedics with medical responses and medivac.

In summary, Avalon Sheriff Station's maritime service includes:

- Homeland Security and Counter Smuggling Operations;
- Search and Rescue Operations;
- Recreational Boating and Water Sports Safety and Enforcement;
- Commercial Fishing and Dive Boat Safety and Enforcement;
- Regulating Transient Live-Aboard Boaters;
- Medical Assistance;
- Responding to Vessel Fires and Distress;
- Diver Rescue and Recovery;
- Fish and Game Enforcement;
- U.S. Navy Assistance, San Clemente Island;
- Port Security; and
- Station Details.

Currently, two LASD patrol boats (with electronic navigation, radar, FLIR, and towing assets) are operated out of Two Harbors (a small community which is located 12 miles west of the City of Avalon). The LASD boats are stationed at each side of the Two Harbors Isthmus, for deployment to the north and south sides of Santa Catalina Island.

LASD's Special Enforcement Bureau, Emergency Services Detail (ESD) and Maritime Cadre are designated to support Avalon Station's maritime operations: conducting directed patrol, search and rescue, diver recovery, and counter smuggling operations within Avalon Sheriff Station's reporting districts and area of responsibility.

Special Enforcement Bureau:

The Special Enforcement Bureau consists of five details. The Special Enforcement Detail, Emergency Services Detail, Canine Services Detail, Hazmat Detail and Arson/Explosives Detail. All of these details conduct maritime operations. The Emergency Services Detail (ESD) is the Department's tactical paramedics and rescue specialists. The unit maintains a team on duty 24-hours a day. The unit's members are special weapons team members and are trained/certified in the following areas: Special weapons and tactics/tactical operations, mountain/rural rescue, ocean/swift water rescue and Public Safety divers. Additionally, each of the members is a licensed paramedic and is able to deliver advanced life support care in any of the austere environments the unit works in. The unit's members also

maintain cadres with advanced expertise involving instructor-level certifications to train its own members and those from Special Enforcement Bureau and outside agencies. ESD also functions as a Federal Emergency Management Agency asset and has been called on numerous times to offer its expertise and services in California and across the nation (Hurricane Katrina). Members of the unit have extensive tactical experience. Training to be an ESD deputy is extensive and, once started, lasts about 18 months to become operational.

The ESD is designated to conduct search, rescue, and recovery operations in the County. This unit provides support in the form of boating safety and enforcement for Marina Del Rey, Santa Catalina Island, Castaic Lake, Pyramid Lake, Puddingstone Lake, Whittier Lake, Jackson Lake, and over 100 local Los Angeles County lakes, ponds, and waterways.

The ESD has the responsibility for conducting all underwater search and recovery operations. Each year, this unit conducts multi-day recovery operations for individuals who have drowned or otherwise perished as a direct result of boating accidents. Additionally, this unit provides boat patrol for coastal areas, the Catalina Channel, and the ocean area between Catalina and San Clement Island. They also assist with Pyramid Lake, Castaic Lake and Santa Catalina Island on holidays and busy weekends.

Marina Del Rey (Harbor Patrol): The Los Angeles County Harbor Patrol was formed in 1962 as a Division of the Department of Small Craft Harbors. The Harbor Patrol provides safety and enforcement services to the boating community in the protected waters of Marina Del Rey Small Craft Harbor and adjacent beaches. Marina Del Rey is a year-round recreational area consisting of 403 acres of water and 401 acres of land. Within its confines are sixteen restaurants, twelve yacht clubs, four hotels, two major boat yards, and numerous apartment/ condominium complexes housing 12,000 permanent residents. The Sheriff's Harbor Patrol within Marina Del Rey is responsible for conducting marine safety and enforcement patrol in the protected waters of the marina, the waters of Santa Monica Bay, and patrols of the maritime domain of Los Angeles County. This region encompasses approximately 128 miles of coastline and 70 miles of coastal waters. Marina Del Rey Station staffs and deploys an off-shore patrol vessel (*Tradition*) that covers the entire county coastline from Orange County to Ventura County.

Additionally, while maintaining emergency response capabilities beyond the bay's area, the Harbor Patrol also serves as the County Disaster Coordination Center for aircraft emergencies occurring over waters adjacent to the LAX.

Pyramid Lake Recreational Area: The Pyramid Lake Recreational Area, which includes Emigrant Landing, Los Alamos Campground and Vista del Lago Center, attracts up to 500,000 persons yearly. Pyramid Lake was opened in 1974 and has 1,297 surface acres and 21 miles of shoreline. Pyramid Lake is located in the Angeles National Forest, an unincorporated area patrolled by the LASD. Deputies perform all aspects of boating safety and law enforcement. They enforce all

boating laws using verbal warnings, issuance of citations, or arrest. They educate the public through courtesy vessel inspections and boating safety videotapes. They are the first responders to all emergencies on Pyramid Lake and its associated shoreline. Boat handler deputies are emergency medical technicians and handle all medical aid incidents on this facility. Deputies prepare required reports, investigate all boating accidents, and file criminal complaints when warranted. The deputies have rescue dive capabilities, aid disabled vessels, handle salvage operations, and perform all general law enforcement in the recreational area.

On December 15, 2009, the Board of Supervisors voted and approved the consolidation of the LASD and the Los Angeles County Police. Effective July 1, 2010, the merger commenced, at which time, LASD took over all law enforcement responsibilities on and around Castaic Lake and Bonelli Lake in San Dimas.

The Castaic Lake Recreational Facility includes the Main Lake and Lower Lagoon areas. The Main Lake covers 2,235 surface acres and has 29 miles of shoreline and two launch ramp facilities. The Lower Lagoon covers 197 surface acres and has one launch ramp facility. There is an adjacent campground on the shoreline of the Lower Lagoon, which includes 90 overnight campsites. There is also a large swim beach area along the shoreline of the Lower Lagoon. The Los Angeles County lifeguards also provide trained personnel to conduct boating enforcement and aquatic and medical rescues. The estimated annual attendance of both the upper and lower lakes at Castaic is approximately 1,750,000.



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
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(213) 974-1101
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FESIA A. DAVENPORT
Chief Executive Officer

Board of Supervisors
HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

June 22, 2021

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

Dear Supervisors

**APPROVAL OF A SOLE SOURCE AGREEMENT WITH THE LOS ANGELES
COUNTY BAR ASSOCIATION FOR COUNTYWIDE ADULT INDIGENT CRIMINAL
DEFENSE APPOINTMENTS PROGRAM SERVICES
ALL DISTRICTS
(3 VOTES)**

SUBJECT

The Chief Executive Officer is recommending Board of Supervisors' (Board) approval of a sole source Agreement for countywide adult Indigent Criminal Defense Appointments (ICDA) program services with the Los Angeles County Bar Association (LACBA) for a period of one-year, with an option to extend the Agreement for one additional one-year period, to allow indigent defendants to continue receiving legal representation.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair to sign the attached sole source Agreement (Attachment I) for ICDA program services with LACBA, commencing July 1, 2021, or upon the date of approval by the Board, whichever is later, and terminating on June 30, 2022, with one one-year renewal option period, for the continued administration and coordination of a cost-effective program for criminal defense services for clients when the Public Defender (PD) and Alternate Public Defender (APD) are unable to provide representation due to a legal conflict of interest or other lawful unavailability.
2. Approve the rates for the panel attorneys in the ICDA program. All rates remain the same from the previous contract except for an increase from \$350 to \$408 for the Misdemeanor Duty Day Per-Diem full day rate and an increase from \$175 to \$204 for the

Misdemeanor Duty Day Per-Diem half day rate.

Type of Case	Rate Effective July 1, 2021
Misdemeanor	\$81/hour
Grade 1 Case	\$87/hour
Grade 2 Case	\$93/hour
Grade 3 Case	\$100/hour
Grade 4 Case	\$114/hour
Grade 5 Case	Pursuant to an existing Memorandum of Understanding between Los Angeles County and the Superior Court.
Sexually Violent Predator	\$125/hour
Early Disposition Program	\$250/case
Misdemeanor Duty Day Per-Diem	\$408/full day
Misdemeanor Duty Day Per-Diem	\$204/half day

3. Approve the annual administrative fee for LACBA to administer the ICDA program in the amount of \$1,254,300.

4. Authorize the Chief Executive Officer, or designee, to approve and execute amendments to the Agreement that exercise the one one-year renewal option period of the Agreement, and to increase the annual administration fee during the renewal option period, provided that any such increase in the annual administrative fee does not increase by more than ten percent from the annual administrative fee approved by the County of Los Angeles (County) for the prior year, upon approval as to form by County Counsel.

5. Authorize the Chief Executive Officer, or designee, to approve Cost of Living Adjustments under the Agreement for the contract term for the panel attorneys in the ICDA program, upon approval as to form by County Counsel.

6. Authorize the Chief Executive Officer, or designee, to approve the execution of amendments to the Agreement for: 1) non-material changes; 2) modifications related to assignments for the Agreement pursuant to Sub-paragraph 8.2 of the Agreement; 3) additions and/or changes to certain County standard terms and conditions as required by the Board or its designee; 4) the addition of attorney services not currently contemplated in the Agreement, similar to rates set forth in the ICDA program hourly compensation rates of the Agreement; and 5) any additional work within the scope of services or to accommodate any unanticipated increase in caseloads, provided that sufficient funding is available and such additional work or increase in caseloads does not increase the Maximum Contract Sum by more than ten percent for the term of the Agreement, upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to provide adult indigent defense services for the County and to replace the existing contract with LACBA, which is set to expire on June 30, 2021. Indigent defendants are entitled to have defense counsel appointed to represent them in criminal cases. Under the Lockyer-Isenberg Trial Court Funding Act of 1997, Assembly Bill (AB) 233, the County is responsible for indigent defense costs.

Countywide adult indigent criminal defense services include the administration of a panel of qualified attorneys in the ICDA program. The ICDA program provides complete legal representation of indigent criminal defendants through the trial level for adults eligible for representation by the PD and APD when the PD and APD are unable to provide representation due to a legal conflict of interest or other lawful unavailability.

The recommended actions are a result of a non-competitive bid proposal process. The sole source Agreement has been negotiated by the Chief Executive Office (CEO) and LACBA. County Counsel has reviewed the Agreement and has approved as to form. The recommended Agreement will commence July 1, 2021, or on the date of approval by the Board, whichever is later, and will terminate on June 30, 2022, with one one-year renewal option.

The County also separately contracts with LACBA to provide countywide juvenile indigent criminal defense services through the administration of a panel of qualified attorneys in the Juvenile Indigent Defense (JID) appointments program. The contract for JID program services commenced February 1, 2017, to June 30, 2022, with two available one-year renewal options.

Effective July 1, 2022, upon conclusion of the JID contract and the one-year term of this ICDA contract, the County intends to enter into a contract with LACBA for a single consolidated program called the Los Angeles County Independent Defender program to provide both adult and juvenile program services. The purpose of the consolidated program is to facilitate operational efficiencies for LACBA and cost efficiencies for the County. The CEO will return to the Board next year for approval of the Los Angeles County Independent Defender contract.

Implementation of Strategic Plan Goals

The recommended action supports Strategy I.3, Reform Service Delivery Within Our Justice Systems, by providing continued criminal defense services for adult indigent defendants that cannot be represented by the PD or APD due to a legal conflict of interest or other lawful unavailability; and Strategy III.3, Pursue Operational Effectiveness, Fiscal

Responsibility, and Accountability, by providing the County a structure whereby adult indigent defense costs can be reasonably predicted and contained. The action also provides for an ICDA program administration fee and hourly rates for panel attorneys at fair compensation rates, that are consistent with the funding level of the Fiscal Year 2021-22 Trial Court Operations budget.

FISCAL IMPACT/FINANCING

Funding for the ICDA program is budgeted within the Trial Court Operations budget. Under the Lockyer-Isenberg Trial Court Funding Act of 1997, the County is responsible for criminal indigent defense costs.

The total estimated amount to be expended on panel attorneys in the ICDA program in FY 2020-21 is \$25.8 million and \$1,004,300 for the ICDA administrative fee for a total amount of \$26.8 million for ICDA program services.

The total estimated amount to be expended for panel attorneys in the ICDA program in FY 2021-22 is \$29.7 million and \$1,254,300 for the ICDA administrative fee for a total amount of \$31.0 million for ICDA program services. The \$250,000 increase in the ICDA administrative fee will cover the costs of implementing a case management system as well as increased attorney supervision. The increase in the ICDA administration fee is fully offset by savings in the JID administrative fee.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is financially responsible for indigent defense costs as required under AB 233 (Chapter 850, Statutes of 1997). Statutorily, the Superior Court (Court) is required to provide counsel if a defendant is unable to employ counsel in criminal, family law, probate, mental health, or juvenile delinquency cases. The County has continuously contracted for adult indigent criminal defense services since 1994. The CEO currently contracts for these services under a contract with LACBA, which was approved by the Board on November 10, 1998. The existing contract is scheduled to expire on June 30, 2021. The recommended Agreement will provide continued adult indigent criminal defense services for third-tier conflict cases.

The Court appoints the County's ICDA program to provide representation for those adult defendants that cannot be represented by the PD or APD due to a legal conflict of interest or other lawful unavailability. Cases are assigned to panel attorneys by means of rules and procedures established and monitored by the ICDA Executive Committee and the Directing Attorney. Pursuant to the Agreement, LACBA shall be responsible for

administering a panel of qualified attorneys proficient in the defense of adult indigent criminal defendants.

The Chief Executive Officer, or designee, seeks delegated authority to, among other things, increase by no more than ten percent, provided that sufficient funding is available, the Maximum Contract Sum for the term of the Agreement. The Maximum Contract Sum will only be increased if necessary, due to the need for additional work within the scope of services or to accommodate any unanticipated increase in caseloads.

The Agreement includes all required Board contract provisions and has been approved as to form by County Counsel.

CONTRACTING PROCESS

On November 10, 1998, the Board approved a multi-year contract with LACBA for the administration of the ICDA program, which expired on June 30, 2014. The current contract with LACBA expires on June 30, 2021.

The Agreement is a sole source contract with LACBA. As required under Board Policy 5.100, the Board was notified on December 18, 2020 of the CEO's intent to enter sole source negotiations with LACBA for the provision of countywide adult ICDA program services. The Agreement with LACBA complies with the criteria for sole source contracts. The required sole source checklist is attached and has been approved by the CEO (Attachment II).

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will fulfill the County's obligation under AB 233 (Chapter 850, Statutes of 1997) to provide legal representation to adult indigent criminal defendants when the PD and APD are unable to provide representation because of a legal conflict of interest or other lawful unavailability.

CONCLUSION

Authorize the Executive Office of the Board to return three adopted copies of this Board letter and three executed copies of the Agreement for adult ICDA program countywide indigent defense services to the CEO, Public Safety Cluster, attention Brian Hoffman.

The Honorable Board of Supervisors
June 22, 2021
Page 6

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:MM
SW:RP:BH:cc

Attachments

c: Executive Office, Board of Supervisors
 County Counsel
 Alternate Public Defender
 Auditor-Controller
 Public Defender
 Superior Court



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LOS ANGELES COUNTY BAR ASSOCIATION

FOR

ADULT INDIGENT CRIMINAL DEFENSE APPOINTMENT
PROGRAM SERVICES

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A Statement of Work

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A-4 De Novo Review Procedures

A-5 Indigent Criminal Defense Appointments Program Executive Committee
Evaluation Guidelines

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E County's Administration

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G Form(s) Required at the Time of Contract Execution

H Jury Service Ordinance

I Safely Surrendered Baby Law

J Business Associate Agreement under the Health Insurance Portability and
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INFORMATION SECURITY AND PRIVACY REQUIREMENTS

K Information Security and Privacy Requirements

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
LOS ANGELES COUNTY BAR ASSOCIATION
FOR
ADULT INDIGENT CRIMINAL DEFENSE APPOINTMENTS
PROGRAM SERVICES**

This Contract ("Contract") made and entered into this ____ day of _____, 2021 by and between the County of Los Angeles, hereinafter referred to as County and Los Angeles County Bar Association, hereinafter referred to as "Contractor" or "LACBA." LACBA is located at 200 S. Spring Street Los Angeles, CA 90012.

RECITALS

WHEREAS, the County may contract with private businesses for Adult Indigent Criminal Defense Appointment (ICDA) Program Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Adult ICDA Program Services; and

WHEREAS, the Contractor administers a panel of criminal defense attorneys referred to as the ICDA Program, and desires to enter this Contract to continue to administer the ICDA Program to economically provide criminal defense services for persons eligible for representation by the County Office of Public Defender (PD) or the County Office of the Alternate Public Defender (APD) in cases where both the PD and APD are unable to provide representation due to conflict of interest or other lawful unavailability; and

WHEREAS, THE County is authorized under California penal Code Section 987.2 and California Government Code Section 31000 to enter into this Contract for Adult ICDA program Services; and

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

1 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, C, D, E, F, G, H, I, J, and K 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

TECHNIAL EXHIBITS

A-1 Agreement To Be Bound By Indigent Defense Agreement

A-2 Los Angeles County Bar Association Indigent Criminal Defense Appointments Program Rules of Operation

A-3 Classification of Attorneys

A-4 De Novo Review Procedures

A-5 Indigent Criminal Defense Appointments Program Executive Committee Evaluation Guidelines

A-6 List of Covered Courts

A-7 Indigent Criminal Defense Appointments Program Billing Guidelines

A-8 Indigent Criminal Defense Appointments Program Hourly Compensation Rates

A-9 Contract Discrepancy Report

A-10 Performance Requirements Summary (PRS) Chart

1.2 Exhibit B - Pricing Schedule

1.3 Exhibit C - Intentionally Omitted

1.4 Exhibit D - Contractor's EEO Certification

1.5 Exhibit E - County's Administration

1.6 Exhibit F - Contractor's Administration

1.7 Exhibit G - Forms Required at the Time of Contract Execution

1.8 Exhibit H - Jury Service Ordinance

1.9 Exhibit I - Safely Surrendered Baby Law

1.10 Exhibit J - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Information Security and Privacy Requirements Exhibit

1.16 Exhibit K - Information Security and Privacy Requirements

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

2.1.1 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.

2.1.1.1 Contract: This agreement executed between County 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

- 2.1.1.2 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.1.3 **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.
- 2.1.1.4 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.5 **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.
- 2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.7 **County:** As used herein, the term "County" shall be the County of Los Angeles, as further described in the preamble of this contract.
- 2.1.1.7 **County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.1.8 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.1.1.9 **County Project Director:** Person designated by County with authority for County on contractual or

administrative matters relating to this contract that cannot be resolved by the County's Project Manager.

2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.

2.1.1.11 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract

2.1.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.1.1.13 **Court:** As used herein, the term "Court" shall mean the Superior Court of California, County of Los Angeles.

2.1.1.14 **Defense Counsel:** As used herein, the term "Defense Counsel" shall include all attorneys appointed by the Court to represent the indigent defendant, including Public Defender, Alternate Public Defender, or a private attorney appointed under authority of California Penal Code Section 987.2.

2.1.1.15 **Enforcement:** As used herein, the term "Enforcement" shall mean the enforcement of this Contract, on behalf of the County, by the County Program Manager and those officers and employees of the County and Court having duties in connection with the administration thereof. In the event the County commences legal proceedings for the Enforcement of this Contract, the Contractor agrees to pay any sum, which may be awarded to the County and by the court for attorney's fees and costs incurred by the action brought.

2.1.1.16 **Contract Discrepancy Report or CDR:** As used herein, the terms "Contract Discrepancy Report" or "CDR" (Exhibit A, Statement of Work, Technical Exhibit A-9, Contract Discrepancy Report (CDR), of this Contract) shall mean a report prepared by the County Program Manager to inform the Contractor of faulty service. The CDR shall be used by the County Program Manager to record Contract information regarding discrepancies or problems with the Contractor's performance. The CDR requires a response from the Contractor within ten (10) days or

as otherwise specified by the County Program Manager, explaining the problem, outlining the remedial action(s) being taken to resolve the problem, and detailing how recurrence of the problem will be prevented.

- 2.1.1.17 Indigent Criminal Defense Appointments Program or ICDA Program:** As used herein, the term “Indigent Criminal Defense Appointments Program” or “ICDA Program” shall mean the provision of private attorneys to represent indigent criminal defendants in the Los Angeles County Superior Court when the PD or APD are lawfully unavailable or have a conflict of interest.
- 2.1.1.18 Maximum Annual Contract Sum:** As used herein, the term “Maximum Annual Contract Sum” shall have the meaning set forth in Sub-paragraph 5.1.1.2 of this Contract.
- 2.1.1.19 Maximum Contract Sum:** As used herein, the term “Maximum Contract Sum” shall have the meaning set forth in Sub-paragraph 5.1.1.1 of this Contract.
- 2.1.1.20 Performance Requirements Summary Chart or PRS Chart:** As used herein, the terms “Performance Requirements Summary Chart” or “PRS Chart” shall mean the statement that identifies the key performance indicators of this Contract, which will be evaluated by the County to ensure Contract performance standards are met by the Contractor (refer to Exhibit A, Statement of Work, Technical Exhibit A-10, Performance Requirements Summary (PRS) Chart, of this Contract).
- 2.1.1.21 Quality Control Program:** As used herein, the term “Quality Control Program” shall mean all necessary measures taken by the Contractor to assure that the quality of service will meet the Contract requirements regarding the security, accuracy, timeliness, appearance, completeness, consistency, and conformity to the requirements set forth in Exhibit A, Statement of Work, Technical Exhibit A-10, Performance Requirements Summary (PRS) Chart of this Contract

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 County.

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be one (1) year commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to one (1) additional one (1) year periods, for a maximum total Contract term of two (2) years. Each such extension option may be exercised at the sole discretion of the Chief Executive Office (CEO) or designee as authorized by the Board of Supervisors.

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

- 4.3 The Contractor shall notify the CEO 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 CEO at the address herein provided in Exhibit E - County's Administration.

5 CONTRACT SUM

5.1 Maximum Contract Sum and Rates

5.1.1 ICDA Program Administrative Fee

- 5.1.1.1 The Maximum Contract Sum shall be the total monetary amount payable by the County to the Contractor for the provision of the Adult ICDA Program under this Contract for the term of the Contract, including all options, which shall not exceed Two Million, Four Hundred Forty Eight Thousand, Six Hundred Dollars and Zero Cents (\$2,448,600.00).

5.1.1.2 The Maximum Annual Contract Sum shall be the total monetary amount payable per Contract year by the County to the Contractor for the provision of Adult ICDA Program services, inclusive of all taxes, which shall not exceed One Million, Two Hundred Fifty Four Thousand, Three Hundred Dollars and Zero Cents (\$1,254,300.00) for Year 1 of the contract period from July 1, 2021 through June 30, 2022.

5.1.1.3 For the one one-year renewal option period of the Contract, the County and the Contractor may negotiate the Maximum Annual Contract Sum, prior to the exercise of the renewal option period and no less than 180 days prior to the expiration of the Contract, provided that any such increase in the annual administrative fee does not increase by more than 10 percent (10%) from the prior full year Maximum Annual Contract Sum approved by the County. Such Maximum Annual Contract Sums for the renewal option periods shall be reflected in an Amendment to the Contract executed in accordance with Subparagraph 8.1.5 of this Contract.

5.1.2 ICDA Program Panel Attorney Hourly Rates

5.1.2.1 The hourly rates for the panel attorneys in the ICDA Program for the term of the Contract are set forth on Exhibit A-8, Indigent Criminal Defense Appointments Program Hourly Compensation Rates, of this Contract.

5.1.2.2 Compensation to the panel attorneys in the ICDA Program shall be paid directly to the appointed attorney for hours submitted on Court-approved forms and approved by the Court at the rates set forth in Exhibit A-8, Indigent Criminal Defense Appointments Program Hourly Compensation Rates, of this Contract, which may be amended from time to time in accordance with Paragraph 5.6 Cost of Living Adjustments (COLA's) of this Contract.

5.1.3 The Contractor shall provide all work under this Contract, and Contractor shall be paid at the rates set forth in Exhibit B, Pricing Sheet, of this Contract.

5.1.4 County shall have no obligation for payment of fees or any work performed by the Contractor, except for the work expressly authorized pursuant to this Contract.

5.1.5 In no event shall the Contractor be entitled to compensation exceeding the Maximum Contract Sum, Maximum Annual Contract Sum, or the rates set forth in Exhibit B, Pricing Sheet, of this Contract, unless the Contract is amended in this writing pursuant to Paragraph 8.1, Amendments, of this Contract.

5.2 Written Approval for Reimbursement

5.2.1 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 County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

5.3.1 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 Chief Executive Office at the address herein provided in Exhibit E, County's Administration.

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

5.4.1 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from 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 County 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 County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County 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 Schedule).

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 Effective July 1, 2021, and thereafter for the term of the Agreement, the annual administrative fee will be paid to the Contractor on a monthly basis in arrears up on receipt of invoice and supporting documentation. The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. The County has 30 days from receipt of an undisputed invoice to make payment to Contractor.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

County of Los Angeles Chief Executive Office
Public Safety Cluster
500 W. Temple Street Room 750
Attention: Brian Hoffman, Principal Analyst

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager

prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.6 Cost of Living Adjustments (COLAs)

5.6.1 If the County elects in its sole determination and if requested by the Contractor, the County at its sole discretion may allow for a Cost of Living Adjustment (COLA) increase in the hourly rates for panel attorneys in the ICDA Program. If requested by the Contractor, the hourly rates for panel attorneys in the ICDA program set forth on Exhibit A-8, Indigent Criminal Defense Appoints Program Hourly Compensation Rates, may at the sole discretion of the County, 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 in accordance with Subparagraph 8.1.5 of this Contract.

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.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County's Project Director

6.2.1 The role of the County's Project Director may include:

6.2.1.1 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

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

6.3 County's Project Manager

6.3.1 The County Program Manager is to oversee the day-to-day administration of this Contract. The role of the County's Project Manager is authorized to include:

6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.1.2 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 County'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 County in any respect whatsoever.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Contract Project Director

7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.2.3 The Contract Project Director must have 10 years of experience as an attorney working in the ICDA Program.

7.3 Approval of Contractor's Staff

7.3.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any

proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Director.

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this 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, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

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

7.6 Confidentiality

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

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 Chief Executive Officer (CEO) or 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 County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by the Chief Executive Officer or designee.
- 8.1.3 The Chief Executive Officer may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by the Chief Executive Officer or designee.
- 8.1.4 For any change that materially affects the scope of work, term of contract, pricing, payments, or any other term or condition included under this Contract, an Amendment to this Contract shall be executed by the Contractor and by the Chief Executive Officer or designee.
- 8.1.5 Notwithstanding Sub-paragraph 8.1.4 above, for: 1) any extensions of the term of this Contract as set forth in Paragraph 4.2 above; 2) any COLA adjustments authorized for the hourly rates for the panel attorneys in the ICDA Program during the term of this contract pursuant to Paragraph 5.6, Cost of Living Adjustments (COLAs) of this Contract; 3) any adjustments authorized for the annual administrative fee pursuant to Subparagraph 5.1.1.3 of this Contract; 4) any modifications related to the Contractor's assignment of this Contract pursuant to Subparagraph 8.2, Assignment and Delegation, of this Contract; 5) the addition of attorney services not currently contemplated in the Contract at the applicable rates set forth in Exhibit A-8, Indigent Criminal Defense Appointment Program Hourly Compensation Rates, of this Contract; and 6) any additional work within the scope of services of this Contract or to accommodate any unanticipated increase in caseloads,

provided that sufficient funding is available and such additional work or increase in caseloads does not increase the Maximum Contract Sum by more than ten percent (10%) for the term of the Contract; an Amendment to the Contract shall be prepared and executed by the Contractor and the CEO or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in 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 County's express prior written approval, shall be a

material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

8.3.1 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

8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this 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 County's notice to the contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor shall continue to provide all of the services set forth in this 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 fifteen (15) business days after the Contract effective date, the contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.

- 8.5.2.2 The County 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 County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.2.6 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 County'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. 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

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

1. Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor

qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five 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 County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 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 County 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 County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The

County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that 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, County 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 County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 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 County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

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

- 8.10.1 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 Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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 Department 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

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

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

- 8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and shall during the term of this Contract

maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County 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 County 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 County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County 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 County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs shall be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the 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 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 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic 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 (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

- 8.19.1 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, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall not be construed, to

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

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

8.22.3 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 County. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

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

8.23 Indemnification

8.23.1 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

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in

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 County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2** Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 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 County required endorsement forms.
- 8.24.2.4** Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement,

or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles Chief Executive Office
Public Safety Cluster
500 W. Temple Street Room 750
Attention: Brian Hoffman, Principal Analyst

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

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 County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this 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 County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

8.24.6 Insurer Financial Ratings

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

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

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 County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

8.24.15 **County Review and Approval of Insurance Requirements**

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

8.25 **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 County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Sexual Misconduct Liability (intentionally omitted)

8.25.4.2 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.

8.25.4.3 Property Coverage (intentionally omitted)

8.25.4.4 Crime Coverage (intentionally omitted)

8.25.4.5 Technology Errors & Omissions Insurance (intentionally omitted)

8.25.4.6 Cyber Liability Insurance

The Contractor shall secure and maintain cyber liability insurance coverage with limits of \$2,000,000 per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.25.4.7 Miscellaneous Coverage (intentionally omitted)

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Chief Executive Officer, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the CEO, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work

not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the CEO, or his/her designee, in a written notice describing the reasons for said action.

- 8.26.2 If the CEO, or his/her designee, determines that there are deficiencies in the performance of this Contract that the CEO, or his/her designee, deems are correctable by the contractor over a certain time span, the CEO, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the CEO, or his/her 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 Appendix B (Statement of Work Exhibits) hereunder, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.
- 8.26.3 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 County 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 County'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 County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

- 8.27.1 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 County.

8.28 Nondiscrimination and Affirmative Action

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

under any project, program, or activity supported by this Contract.

- 8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County 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 County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

- 8.30.1 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

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

8.32.1 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

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

8.34 Notices

8.34.1 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 - County'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 Chief Executive Officer, or his/her designee, shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

- 8.35.1 Notwithstanding the above, the contractor and the County 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 County'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 County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 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 County 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 County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

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

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State

auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3. Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

8.39 Recycled Bond Paper

- 8.39.1 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 approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

- 8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County'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 County.
- 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 County's approval of the contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County 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 County'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 County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

County of Los Angeles Chief Executive Office
Public Safety Cluster
500 W. Temple Street Room 750
Attention: Brian Hoffman, Principal Analyst

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

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

8.42 Termination for Convenience

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

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, 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 County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County'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 County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor shall continue the performance of this 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 County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor

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

- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County 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 County 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 County 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 County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.
- 8.44.2 The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.45 Termination for Insolvency

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

- 8.46.1 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 County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

- 8.48.1 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

- 8.49.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this 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 County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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

8.52.1 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 County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

8.53.1 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 County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

**8.55 Integrated Pest Management Program Compliance
(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, County 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)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

9 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program (intentionally omitted)

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

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

9.3 Ownership of Materials, Software and Copyright

9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade

secret rights which arise pursuant to the Contractor's work under this Contract.

- 9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Contract.

9.4 Patent, Copyright and Trade Secret Indemnification

- 9.4.1 The Contractor shall indemnify, hold harmless and defend 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. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County'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 County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.5 Contractor's Charitable Activities Compliance (intentionally omitted)

9.6 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-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County 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.

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

9.7 Use of County and Superior Court Seal and Logo

Contractor shall not use or display the official seal or logo of the County and any of its departments or the Superior Court of California on any of its letterheads or other communications with any business or for any reason unless each form of usage has prior written approval of the County.

IN WITNESS WHEREOF, contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR:
Los Angeles County Bar Association

By _____
Name

Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

**ADULT INDIGENT CRIMINAL DEFENSE APPOINTMENTS
PROGRAM SERVICES**

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EXHIBIT A

STATEMENT OF WORK

1.0 SCOPE OF WORK

1.1 Purpose

- 1.1.1 Pursuant to California Government Code § 27706, the County of Los Angeles is required by Section 23 of its Charter to provide Public Defender services and does so through both the Office of Public Defender (PD) and the Office of Alternate Public Defender (APD). From time to time, both the PD and the APD are unable because of a conflict of interest or other lawful unavailability. Counties and courts are encouraged by Penal Code Section 987.2 and otherwise to establish cost efficient plans for the appointment of counsel to provide criminal defense services for persons eligible for representation by the PD and APD in cases where the PD and APD are lawfully unavailable.
- 1.1.2 The purpose of the ICDA Program is to provide the Court with a cost-effective system for legal representation of indigent criminal defendants in the County. The ICDA Program also provides complete legal defense services through the trial level for indigent criminal defendants whom both the County PD and the APD, because of a conflict of interest or other lawful unavailability are unable to represent who are otherwise eligible for such representation.

1.2 Administration of Indigent Representation

- 1.2.1 The Contractor shall administer the ICDA Program to ensure the provision of criminal defense services for persons eligible for representation by the PD or APD in cases where both the PD and the APD are lawfully unavailable in all Districts of the Los Angeles Superior Court. The Contractor shall ensure that each of the attorneys providing representation under the administration of ICDA operates as an independent contractor capable of providing representation without ethical conflict.
- 1.2.1 The Contractor and each of its members participating in the ICDA Program agree to be bound by the Agreement for Adult Indigent Criminal Defense Appointment Services entered between the County of Los Angeles and the Los Angeles County Bar Association. The Contractor and each of its members participating in the ICDA Program shall sign and adhere to the provision of Exhibit A-1, Agreement To Be Bound By Indigent Defense Agreement, of the Contract.
- 1.2.1 The Contractor shall administer the panel in accordance with procedures approved by the Courts. The current ICDA procedures, which are attached as Exhibit A-2, Los Angeles County Bar Association Indigent Criminal

Defense Appointments Program Rules of Operation, of the Contract, have been so approved by the County. As consideration for the Contractor's administration, panel attorneys may be required to pay an additional reasonable registration fee to the Contractor and/or be members of LACBA.

1.3 Establishment of ICDA Panel

- 1.3.1 There is presently a panel of attorneys grouped into six categories of experience by the Contractor according to qualifications approved by the Courts. Within 30 days of the execution of this agreement, the Contractor shall submit to the Supervising Judge of the Los Angeles Superior Court, the attorneys on the panel who wish to provide services under this Contract, grouped by level of experience determined by ICDA.
- 1.3.2 The current ICDA classification for all qualified attorneys may be amended from time to time by agreement of the Contractor Project Manager and County Program Director, is Exhibit A-3, Classification of Attorneys, of this Contract. The list and provided information shall be submitted to an Attorney Screening Committee to be established by the Supervising Judge of the Criminal Departments and Divisions of Court that is covered by this Contract, to consider and approve the initial panel recommendation and any subsequent panel recommendations. In approving attorneys, the Courts shall indicate the highest grade of case each attorney is approved for according to the current ICDA qualifications. The order of names on the initial panel shall be the existing order on July 1, 2021, with new names to be added determined by random lot and grade, and names from subsequent panel recommendations shall be added to the end of the appropriate grade list. Except as required in the administration of justice and as approved by the Supervising Judge of the Criminal Departments and Divisions of the Court, no attorney shall be appointed to represent a defendant under this Contract in a case to be tried in the courts affected by this agreement unless the time of appointment, the attorney is on the Court-approved ICDA panel list.
- 1.3.3 Additional attorneys desiring to be included on the list and requests for inclusion on a higher grade list may be submitted to the Courts quarterly, on January 15, April 15, July 15, and October 15, grouped by level of experience determined by ICDA, together with a copy of a current ICDA Application and Agreement specifying the attorney's experience. Consistent with the County's policy, outreach efforts will be pursued to ensure equal access by minority and women attorneys for inclusion on the panel lists.

1.3.4 De Novo Review

Attorneys applying for inclusion on the panel who are not selected for inclusion on the panel may obtain a de novo review by a second committee. A De Novo Review Committee, consisting of judges, shall be

established under rules to be adopted by the Courts. Until further modified, the De Novo procedures and guidelines adopted by the courts are set forth in Exhibit A-2, Los Angeles County Bar Association Indigent Criminal Defense Appointments Program Rules of Operation, of the Contract, and Exhibit A-4, De Novo Review Procedures, of the Contract

1.3.5 Attorney Screening Committee Evaluation Guidelines

Until further modified, the evaluation guidelines adopted by the Courts' Attorney Screening Committee and the Court's De Novo Review Committee are set forth in Exhibit A-5, Indigent Criminal Defense Appointments Program Executive Committee Evaluation Guidelines, of this Contract.

1.4 Services to be provided

- 1.4.1 The Court appoints attorneys from the ICDA Program to represent defendants, and the ICDA Qualifications Committee shall select and assign cases to the ICDA panel attorneys.
- 1.4.2 ICDA panel attorneys shall provide complete legal defense services for all defendants whom they are appointed to represent under the terms of this Contract. Such services shall include all legal defense services typically provided by the PD and APD, including interview and preparation time, all necessary court appearances, hearings, motions, court waiting time, and trials at the trial court level and for writ proceedings and the filing of any notice of appeal that may be required by California Penal Code section 1240.1 or otherwise, including legal research, preparation of documents, secretarial and clerical support services, and travel. Once appointed, during the term of this Contractor and any extension thereof, appointed attorneys shall be required to complete such services for each defendant who they are appointed to represent until relieved by the Court, regardless of any termination of this Contract. Services to be provided do not include services for Court-appointed investigators, experts, or interpreters.
- 1.4.3 Court locations are listed in Exhibit A-6, List of Covered Courts, of the Contract. County reserves the right to add/remove Court locations, as necessary, based upon the needs of the County.

1.5 Billing for Administrative Fees

- 1.5.1 The Contractor shall receive an annual administrative fee in accordance with Subparagraph 5.1.1, ICDA Program Administrative Fee, of the Contract.
- 1.5.2 The County and the Contractor are in agreement that the purpose of the administrative fee is to offset the cost of seven full-time employees needed to manage/oversee the ICDA Program. In accordance with Exhibit B, Pricing Schedule, of the Contract, allowable costs include salaries and

employee benefits and services and supplies for the six employees that manage/oversee the ICDA Program. Changes in staffing levels due to changes in workload will necessitate a review of the administrative fee paid to the Contractor and would require approval from the County of Los Angeles Chief Executive Office in accordance with Paragraph 8.1, Amendments, of the Contract.

- 1.5.4 The County and the Contractor are in agreement that panel attorneys are required to pay a reasonable registration fee to the Contractor as consideration for Contractor's administration of the ICDA Program. As such, the membership fees collected will also be used to offset the administrative costs required to manage/oversee the ICDA Program.
- 1.5.5 Except as otherwise provided in the Contract, the Contractor shall submit, on a monthly basis in arrears, itemized invoices and supporting documentation for the administrative fee of this Contract to the Chief Executive Office for payment in accordance with Paragraph 5.5, Invoices and Payments, of the Contract.

1.6 Compensation for ICDA Attorneys

- 1.6.1 The ICDA Program panel attorneys shall be compensated in accordance with Subparagraph 5.1.2, ICDA Program Panel Attorney Hourly Rates, of the Contract. The hourly rates, based on case type, are set forth on Exhibit A-8, Indigent Criminal Defense Appointments Program Hourly Compensation Rates, of the Contract. In addition, there may be an annual increase in the ICDA panel attorneys hourly rate based upon the County's compensation movement or the Consumer Price Index, whichever is the lesser, in accordance with Paragraph 5.6, Cost of Living Adjustments (COLA's) of the Contract.
- 1.6.2 ICDA billing procedures and requirements for IDCA Program panel attorneys are listed in Exhibit A-7, Indigent Criminal Defense Appointments Program Billing Guidelines, of the Contract.

1.7 Annual Audit

The Contractor and its members shall maintain, on a current basis, adequate records to permit an audit of their performances required under this SOW and the accuracy of billing statements in accordance with Paragraph 8.38, Record Retention and Inspection-Audit Settlement, of the Contract. County may audit such records at any time for up to five years beyond the termination of this Contract. Contractor agrees to maintain such records for at least five years after the termination of this Contract.

1.8 Assurances

The Contractor will timely and competently administer the ICDA Program as set forth in the Contract and this SOW. The Contractor will establish ICDA Program panels of attorneys and administer them in a manner to ensure that panel

attorneys are timely available to accept the appointments covered by the Contract and that the services required to be performed under the Contract shall be provided to each defendant covered by the Contract.

1.9 Cooperation in recovering Penal Code Section 987.8 costs

The Contractor and attorneys on panels administered by the Contractor agree to cooperate to the full extent ethically permitted in assisting the County and the Court, and those acting on their behalf, in recovering costs pursuant to California Penal Code Section 987.8.

1.10 Visits

The ICDA Program Directing Attorney is required to submit the results of the Court site visits served by the ICDA Program and completed at least two times each calendar year to the Chief Executive Office for review.

1.11 Client Files

Attorneys shall preserve client files in accordance with the requirements of the California Rules of Professional Conduct.

1.12 Refusal to Appoint

A judge may refuse to appoint any panel attorney pursuant to Penal Code 987.2(c)(3). A panel attorney may be removed from the panel for good cause in the following manner:

1.12.1 Upon recommendation of the ICDA Executive Committee, after notice to the member, investigation by or at the direction of the Directing Attorney, hearing by the Executive Committee, and de novo appeal to the Superior Court Attorney Appointment Committee pursuant to LACBA/ICDA Program Rules of Operation set forth in Exhibit A-2, Los Angeles County Bar Association Indigent Criminal Defense Appointments Program Rules of Operation, of the Contract; or

1.12.2 Upon recommendation of the Superior Court Attorney Appointment Committee to the ICDA Program Directing Attorney, after notice to the panel attorney, investigation by or at the direction of the Directing Attorney, hearing by the Executive Committee. The findings and recommendations of the ICDA Executive Committee shall be reported to the Superior Court Attorney Appointment Committee for final action, including de novo hearing in accordance with other provisions of this Contract.

2.0 INTENTIONALLY OMITTED

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Quality Control Plan shall be submitted to the County Project Manager for review. The Quality Control Plan shall include, but may not be limited to the following:

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

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as set forth in Paragraph 8.15, County's Quality Assurance Plan, of the Contract.

4.1 Scheduled Meetings

Contractor is required to attend a scheduled as-needed meeting requested by the County. Failure to attend will cause an assessment of one-hundred dollars (\$100.00) as set forth in Exhibit A-10, Performance Requirements Summary (PRS) Chart, of this Contract.

4.2 Contract Discrepancy Report (Exhibit A-9 of Contract)

4.2.1 Verbal notification of a Contract discrepancy will be made to the County Program Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

4.2.2 The County Program Manager will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within ten (10) working days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the County Program Manager within thirty (30) working days.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

Definitions of various terms used in this SOW are provided in Section 2.0, Definitions, of the Contract.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to Section 6.0, Administration of Contract – County, of the Contract. In addition to the duties set forth in Section 6.0, Administration of Contract – County, of the Contract, specific duties will include but not be limited to:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with Paragraph 8.1, Amendments, of the Contract.

6.2 Furnished Items

- 6.2.1 The County shall not be responsible for costs incurred by Contractor in providing services under the Contract. The County shall provide no real property, materials, equipment and/or services necessary for the provision of services under the Contract.
- 6.2.2 Contractor shall furnish all personnel, supplies, equipment, facilities, and systems necessary to perform all services required under the Contract.

CONTRACTOR

6.3 Contractor Project Director

- 6.3.1 Contractor shall provide its own full-time officer or employees as Contractor Project Director or designated alternate in accordance with Paragraph 7.1, Contractor Project Director, of the Contract. County must have access to the Contractor Project Director during business hours 8:00 a.m. - 5:00 p.m., Pacific Standard Time, Monday through Friday, excluding County-recognized holidays. Contractor shall provide a telephone number where the Contractor Project Director may be reached on an eight (8) hour per day basis.

- 6.3.2 Contractor Project Director shall act as a central point of contact with the County.
- 6.3.3 Contractor Project Director shall have 10 years of experience as an attorney working with the ICDA Program.
- 6.3.4 Contractor Project Director/alternate shall have full authority to act for Contractor on all matters relating to the daily operations of the Contract. Contractor Project Director/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

- 6.4.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 6.4.2 Contractor shall be required to background check their employees as set forth in Paragraph 7.5, Background and Security Investigations, of the Contract.

6.5 Uniforms/Identification Badges

Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.4, Contractor's Staff Identification, of the Contract.

6.6 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.7 Training

- 6.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.8 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall

be provided to receive calls. **The Contractor shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call.**

7.0 HOURS/DAY OF WORK

Contractor's office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. Pacific Standard Time, Monday through Friday, excluding County-recognized holidays. The Contractor may be required to provide services on County-recognized holidays. These holidays change from year to year. The County Program Manager will provide the Contractor a list of County holidays at the time the Contract is approved, and annually, at the beginning of each calendar year.

8.0 INTENTIONALLY OMITTED

9.0 INTENTIONALLY OMITTED

10.0 INTENTIONALLY OMITTED

11.0 GREEN INITIATIVES

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

11.2 Contractor shall notify County Project Manager of Contractor's new green initiatives prior to the Contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

12.1.1 Exhibit A-10, Performance Requirements Summary (PRS) Chart, of the Contract lists the required services that will be monitored and the required standard level of performance expected during the term of the Contract. This is an important monitoring tool for the County and includes:

- List of services required by the Contract
- Indication of the method of monitoring
- Indication of the deductions/fees to be assessed for each service that is not satisfactory

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

- 12.3 A standard level of performance will be required of Contractor in the area of adult indigent criminal defense appointments services. Failure of the Contractor to achieve this standard can result in assessment of liquidated damages against Contractor by the County in accordance with Paragraph 8.26, Liquidated Damages, of the Contract. The County will evaluate the Contractor's performance under the Contract using the quality assurance procedures specified in Exhibit A-10, Performance Requirements Summary (PRS) Chart, of the Contract or other such procedures as may be necessary to ascertain Contractor compliance with the Contract. The PRS Chart outlines the required services, performance indicators, and acceptable quality level, monitoring methods to be used by the County, and the liquidated damages to be imposed for unacceptable performance.

TECHNICAL EXHIBIT A-1

AGREEMENT TO BE BOUND BY INDIGENT DEFENSE AGREEMENT

LACBA/ICDA, herein referred to as Contractor, and each of its members, agree to be bound by the Agreement for Adult Indigent Criminal Defense Appointment Services entered between the County of Los Angeles and the Los Angeles County Bar Association, and that to the extent there is any conflict between the ICDA Program Agreement between Contractor and each of its members for the provision of indigent defense services Agreement for Adult Indigent Criminal Defense Appointment Services, that the terms of the Agreement for Adult Indigent Criminal Defense Appointment Services shall be controlling.

It is so agreed:

Date:

Contractor:

LACBA/ICDA

Date:

County Project Director

Contractor's Members:

Date:

Name:

Signature:

TECHNICAL EXHIBIT A-1

Contractor's Members:

Date:

Name:

Signature:

[illegible]

TECHNICAL EXHIBIT A-2

LOS ANGELES COUNTY BAR ASSOCIATION
INDIGENT CRIMINAL DEFENSE APPOINTMENTS PROGRAM
RULES OF OPERATION

RULES OF OPERATION

RULE I. PURPOSES

- 1.1 The purposes of the Indigent Criminal Defense Appointments (ICDA) Program are to:
- a) Provide the Los Angeles Superior Courts with a cost-effective system for legal representation of indigent criminal defendants in Los Angeles County.
 - b) Provide complete legal defense services through the trial level for indigent criminal defendants whom both the Los Angeles County Public Defender and the Alternate Public Defender, because of a conflict of interest or other lawful unavailability, are unable to represent, and who are otherwise eligible for such representation.

RULE II. DEFINITION OF TERMS

- 2.1 **"Association"** refers to the Los Angeles County Bar Association.
- 2.2 **"Program"** refers to the Association-sponsored Indigent Criminal Defense Appointments Program.
- 2.3 **"Court"** refers to the Los Angeles County Superior Court
- 2.4 **"Member"** refers to each lawyer who has **been accepted for membership in ICDA and whose name is listed** on a Program panel.
- 2.5 **"Case"** refers to vertical representation of a defendant in an **arraignment**, preliminary hearing, trial, or felony hearing, including all necessary motions and appearances, to completion of all proceedings in the Court. Two or more consolidated cases involving the same defendant are considered one case.
- 2.6 **"Calendaring"** refers to the selection of a **Member** by the ICDA Administrative Staff to appear in court to handle arraignments and accept appointed cases.
- 2.7 **"ICDA Committee"** refers to the ICDA Committee of the Association.

TECHNICAL EXHIBIT A-2

- 2.8 "ICDA Directing Attorney"** refers to the Association **attorney staff person** who coordinates the Program.
- 2.9 "Classification of Cases"** refers to the grouping of cases according to the determinate sentence provided for the criminal offense.
- 2.10 "Attorney Grade"** refers to the level of attorney assigned to each Classification of Cases by the ICDA Committee **and Directing Attorney**.
- 2.11 "Chair"** refers to the Chairperson of the ICDA Committee who is appointed annually by the Board of Trustees of the Association. Chair may also refer to any co-chair who may be appointed to assist the Chair.
- 2.12 "Indigent Defense Contract"** refers to the Indigent Defense Agreement between the County of Los Angeles and Association, effective July 1, 2021, and any later amendments and/or addenda.
- 2.13 "Administrative Staff"** refers to Association staff, **including the Directing Attorney**, that help support the coordination of the Program.
- 2.14 Duty Days** refers to the **daily assignment of Members** by the ICDA Administrative Staff to appear in **specified courts** to handle any and all appointed cases.

RULE III. ADMINISTRATION

- 3.1 Committee Membership.** The President of the Association shall annually appoint an ICDA Executive Committee of at least ten (10) members. The members of the ICDA Executive Committee shall be active members of the State Bar of California. Committee members shall serve for a term of one year.
- a.) Service on the ICDA Executive Committee shall be limited to members of the ICDA panel and subject to the approval of the ICDA Executive Committee.
 - b.) At the invitation of the Directing Attorney, with the concurrence of the Executive Committee, active or retired members of the judiciary and former members of the Executive Committee may participate as non-voting committee members.
- 3.2 Committee Meetings.** The ICDA Executive Committee shall meet at least quarterly at duly noticed dates, times, and places.

TECHNICAL EXHIBIT A-2

- 3.3 Committee Quorum.** Five (5) members of the ICDA Executive Committee shall constitute a quorum for the conduct of business at any meeting of the ICDA Executive Committee. A member of any Subcommittee who participates in a ruling of that subcommittee shall not be counted for purpose of a quorum in the Executive Committee meeting reviewing that ruling; however shall be counted for a quorum on all other matters before the Executive Committee.
- 3.4 Duties.** The duties and responsibilities of the ICDA Executive Committee shall be:
- a) To review and approve the Directing Attorney's administration of the Program, including the establishment of the annual registration fee structure for the Program. All such decisions shall be subject to review by the Board of Trustees at the discretion of the Board;
 - b) To review, at its discretion, the operation of, and Court response to, the Program;
 - c) To review annually, at its discretion, the budget and operating records maintained by the Program; and
 - d) To review and approve the recommendations of the Directing Attorney regarding Attorney Grade classifications, minimum experience and educational requirements for said classifications; qualifications and discipline of members.
- 3.5 Qualifications Subcommittees.** The **Directing Attorney** shall appoint one or more Qualifications Subcommittee(s) consisting of at least seven (7) members. Four (4) voting members of a Qualifications Subcommittee shall constitute a quorum for the conduct of business at any meeting of a Qualifications Subcommittee.
- a.) No member of a Qualifications Subcommittee may participate in the determination of his or her own qualifications for panel membership.
 - b.) Service on the ICDA Qualifications Sub-committee shall be limited to members of the ICDA panel and subject to the approval of the ICDA Executive Committee.
- 3.6 Billing & Discipline Subcommittees:** The **Directing Attorney** shall appoint one or more Billing & Discipline Subcommittee (s) consisting of at least seven (7) members. Four (4) voting members of a Billing & Discipline Subcommittee

TECHNICAL EXHIBIT A-2

shall constitute a quorum for the conduct of business at any meeting of a Billing & Discipline Subcommittee.

- a.) No member of a Billing & Discipline Subcommittee may participate in the determination of his or her own qualifications for panel membership.
- b.) Service on the ICDA Billing & Discipline Sub-Committee shall be limited to members of the ICDA panel and subject to the approval of the ICDA Executive Committee.

- 3.7 **Other Subcommittee.** The **Directing Attorney** may also appoint other subcommittees as necessary for the administration of the Program.
- 3.8 **Prosecutors.** No prosecutor shall be a voting member of the ICDA Executive Committee.

RULE IV. GENERAL MEMBERSHIP AND ELIGIBILITY REQUIREMENTS

- 4.1 **Committee Members as Registrants.** No **Member** shall serve on a Qualifications Subcommittee in the determination of their own qualifications for panel membership.
- 4.2 **Application Form.** Application for membership in the Program shall be made on an application form provided by the Program and ultimately approved by the ICDA Qualifications Committee, and may be accompanied by attached docket sheets or minute orders, a non-refundable processing fee, and the appropriate membership fee. Applications are originally submitted to the **Directing Attorney** for review and recommendations.
- 4.3 **Limitations on Membership.** Membership in the Program is limited to active members of the State Bar of California in good standing who regularly practice and maintain an office in Los Angeles County.
- 4.4 **Association Membership.** Membership in the Program may not be made contingent upon membership in the Association.
- 4.5 **Districts Served On.** If all eligibility requirements are satisfied, members of the ICDA Program are entitled to select three (3) Superior Court Districts, one of which may be the Central District, with their annual fee. The Superior Court Districts chosen, however, must be located within thirty miles of the attorney's office. For an additional fee, an attorney may select one additional district. Grade 5 attorneys are exempt from this requirement and must accept appointments in any district within the County.

TECHNICAL EXHIBIT A-2

- 4.6 **CLE Requirements.** Registrants must have completed twelve (12) hours of State Bar approved Continuing Legal Education (CLE) annually. and must continue to do so while registered on a Program panel. A minimum of twelve (12) hours annually must be in the field of criminal law. At least nine (9) hours must be classroom-participation (no tapes or other self-study accepted). However, up to three (3) participatory hours will be acceptable (tapes or other self-study). Grade five (5) attorneys are required to complete twelve (12) hours of State Bar approved Continuing Legal Education (CLE) annually in the field of capital case training/education.

RULE V. APPLICATION REQUIREMENTS

- 5.1 **Governing Rules.** Each **Member** shall agree in writing to:

- a) Be bound by and comply with the Program's current Rules and Procedures;
- b) Be bound by and comply with such changes in the Rules or Procedures as shall be made from time to time, upon notice to the **Member** by placing in the mail a postage paid copy of same, addressed to the **Member** at the last address provided by the **Member** to the Program. Continued membership in the Program after notice by the means described above, will constitute the **Member's** agreement to any such changes;

- 5.2 **Disclosure of Information.** Each **Member** shall agree in writing to:

- a) Allow the information contained in the application for membership to be furnished to the Court, or its agent, and to the Association, through the ICDA staff or Committee;
- b) Maintain accurate time and billing records and remit same in a timely manner to the Court;
- c) Provide upon request by the ICDA **Directing Attorney** a copy of all requests for payment concurrent with that submitted to the Court on ICDA appointed cases.

- 5.3 **Certification of Eligibility.** Each **Member** shall agree in writing to:

- a) Regularly practice and maintain a full time office for such practice in the county of Los Angeles;

TECHNICAL EXHIBIT A-2

- b) **Meet** the requirements for the Attorney Grade for which the Registrant has applied and/or is currently a member;
 - c) **Maintain membership** in good standing in the State Bar of California. Each **Member** shall disclose to the Program the nature of any pending or completed disciplinary proceeding or action taken by the State Bar of California or by the lawyer licensing agency of any other state. Each **Member** shall have an ***affirmative duty*** to disclose any such pending or completed disciplinary proceeding or action within fifteen (15) days of notice thereof.
 - d) Maintain in force while a member of the ICDA Program, Worker's Compensation Insurance for his/her employees in an amount and form to meet all applicable requirements of the Labor Code of the State of California;
- 5.4 Adequate and Necessary Representation.** Each Member shall agree in writing to:
- a) Provide court appointed clients with adequate and necessary representation to the completion of all misdemeanor and felony proceedings in the Los Angeles Municipal and Superior Courts. Such representation shall include all necessary court appearances for motions and trial, legal research, preparation of documents, secretarial and clerical support services, travel, and all necessary services for no fee other than that awarded by the Court.
- 5.5 Indemnification and Attorneys Fees.** Each Member shall agree in writing to:
- a) Indemnify, defend, and hold harmless the Association, its Trustees, officers, employees, the ICDA Committee, the Court and County, their agents, officers and employees, against any and all liability and damages of any nature whatsoever, including but not limited to, all tortious conduct including professional negligence, slander, defamation, unfair competition, interference with contractual advantage, bodily injury, death, personal injury, or property damage arising from or in any way connected with the operation of this Program or any services hereunder;
 - b) Pay the Program's reasonable attorneys' fees and costs in any action or proceeding brought to enforce any provision of these Rules.

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RULE VI. QUALIFICATIONS PROCEDURES

- 6.01 Review of Application.** An Applicant's written application shall be initially reviewed by the ICDA staff to determine compliance with the general eligibility rule (Rule IV) and qualifications for the Attorney Grade(s) for which the Member has applied.
- 6.02 General Eligibility Compliance.** If the ICDA staff determines that there is compliance with the general eligibility rule (Rule IV), the application will be submitted to the **Directing Attorney** for review and recommendation to the appropriate ICDA Committee.
- 6.03 Non-Compliance with Qualifications.** An applicant showing compliance with the general eligibility rule (Rule IV), but failing to show compliance with the qualification requirements of a particular Attorney Grade shall be promptly notified in writing, advised of the particular eligibility requirements and/or qualifications found lacking, and given an opportunity to have the application referred to the **Directing Attorney**.
- 6.04 The Directing Attorney** may ask the applicant to furnish additional information, either orally or in writing, or both, relevant to the applicant's qualifications for a particular Attorney Grade and may seek further substantiation of any response by the applicant. The Directing Attorney may also seek independent verification of the applicant's response. Within sixty (60) days of receipt of a completed application, the Directing Attorney shall determine whether the Applicant has demonstrated substantial compliance by showing equivalent minimum experience or other equivalent qualifications and recommend findings to the appropriate ICDA Committee for review and approval.
- 6.05 Timely Review.** Each completed application shall be recommended for approval or disapproval within one hundred (100) days of filing, unless time is extended by the Applicant's consent or by the Applicant's request for review by the **Directing Attorney** or the ICDA Committee.
- 6.06 Confidentiality.** All communications, deliberations, and records of the Directing Attorney's qualifications review activities, ICDA Committee's appellate activities, the Court's Attorney Screening Committee and the Court's De Novo Review Committee shall be confidential.
- 6.07 Limitation of Membership:** The Directing Attorney may limit the total membership of the ICDA panel at his/her discretion with the approval of the Executive Committee. The Directing Attorney may maintain a

TECHNICAL EXHIBIT A-2

waiting list of applicants to be drawn from when openings on the ICDA panel become available.

- 6.08 Additional Rules.** The **Directing Attorney** shall have the authority to implement additional rules and procedures necessary to carry out the intent of these Rules.

RULE VII. REGISTRANT RECORDS

- 7.1 Registrants' Records.** Each Registrant is required to furnish to the Program, upon request, information regarding the status of each appointed case, the number of hours spent, the total fee charged to the Court and such additional information as required by the ICDA Program. Each Registrant shall, upon request, complete and return all required reports to the Program.
- 7.2 Registrants' Audit.** All Registrants shall make available for audit, upon request of the Program, all office files, records, accounts, ledgers and other records related to the Program or any case appointed by the Court through the Program.

RULE VIII. SUSPENSION AND REMOVAL

- 8.1 Automatic Suspension.** A registrant shall be subject to automatic suspension from the Program in the following circumstances:
- a) The Registrant has been suspended, disbarred or has resigned from the State Bar of California; or
 - b) Annual registration fees, or other Program fees, become more than sixty (60) days past due.
 - c) Upon any written complaint, from any court, alleging repeated improper or unprofessional conduct before that court, that member shall be suspended pending a hearing before the appropriate ICDA Committee.
 - d) Removal from an assigned judicial district after two or more judicial complaints from that Judicial District
- 8.2 Reinstatement from Rule 8.1 (b) Suspension.** Any Member who has been suspended from the Program pursuant to Rule 8.1(b) may be reinstated in the Program after payment of all fees and submission of all required

TECHNICAL EXHIBIT A-2

materials. The Directing Attorney may (i) recommend denial of reinstatement and continue the suspension; and/or (ii) may recommend reinstatement. The Directing Attorney shall submit recommendations to the ICDA Executive Committee for consideration and approval or disapproval of recommendations. Any action of the Directing Attorney may be appealed pursuant to Rules 8.5 through 8.6 below.

- 8.3 Good Cause Suspension.** The Directing Attorney may suspend any Member from the Program for good cause, and/or may refer such Member to the appropriate ICDA Committee for its review of the Directing Attorney's recommendation whether to suspend the Registrant for good cause.

Good cause includes, but is not limited to, the following.

- a) Indictment on or conviction of a criminal charge involving moral turpitude;
- b) Falsification of any material statement made to qualify for the Program or made in any report required by the Program or Court;
- c) Failure to permit the Program to inspect the Registrant's records as defined in Rule VII;
- d) Failure to maintain eligibility and qualifications under these Rules;
- e) Failure to handle Court appointed cases with professional competence and diligence;
- f) Failure to comply with the State Bar Act or the Rules of Professional Conduct;
- g) Abusive conduct to Program clients and/or staff;
- h) Failure to comply with the Rules or Procedures of the Program;
- i) Failure to appear personally for a substantive Court appearance, including the initial calendared arraignment date, without due notice to the ICDA Administrative Staff and to the Court;
- j) Acceptance of a court appointment for a case **in a classification designated for a higher Grade attorney than the Member,**
- k) Repeated late appearances for calendared Court dates;

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- l) Conduct which the Court deems inappropriate and/or repeated refusals by the Court to grant appointments to the Member;
- m) Referring ICDA cases to non-ICDA panel members; and
- n) Intentionally charging excessive fees to the Court.
- o) Acceptance of an appointment directly by the Court which should have been made through the Program's rotational appointment system; and
- p) Failure to appear for a scheduled Duty Day assignment will result in an automatic 90 day suspension from the date of the infraction unless good cause is shown,
- q.) Accepting and/or soliciting compensation outside of the ICDA rule regarding compensation for ICDA cases as follows:

No member of ICDA shall receive compensation in any manner on an ICDA appointed case other than that which is authorized by ICDA guidelines, and the Los Angeles county PACE payment system, and which is consistent with California State Bar rules. Should there be any question about ethical obligation, the member should confer with the Directing Attorney of the ICDA and the California State Bar.

- r.) Falsely representing the number of death penalty case **appointments to either ICDA or the Court.**

8.4 Notice to Member of Suspension/Removal. If a Member has been recommended for suspension or removal by the Directing Attorney pursuant to Rules 8.1(b) through 8.3 above, the Member shall be notified by the Program in writing within ten (10) working days of the action and the reasons therefor. The notification shall include a statement designating the suspensions/removal either "for a limited express term" or "a one year term" or removal from the program." If the suspension is designated as "for a limited express term," said notice shall include the date on which the suspension became effective, the term of the suspension, and the date on which the suspension is terminated and the member is reinstated to the Program. Said notice shall make reference to Rule 8.5 to ensure that the member is made aware of the automatic appeal process.

8.41 The system/procedure to be followed in the suspension/removal procedure is as follows:

- a) Suspension: Length of suspension to be determined after full hearing

TECHNICAL EXHIBIT A-2

before the ICDA Billing & Discipline Committee. The attorney may appeal the finding to the ICDA Executive Committee and appear before the Committee for a hearing, after which the Committee will either adopt the decision or revise it (either up or down). At the conclusion of the suspension, the lawyer will be returned to the active panel.

b) One (1) Year Suspension: Imposed for more serious violations after a full hearing before the Billing & Discipline Committee. The attorney may appeal the finding to the ICDA Executive Committee and appear before the Committee for a hearing, after which the Committee will adopt the decision or revise it (either up or down). The attorney must appear before the ICDA Executive Committee and after a hearing, the Committee will determine

whether to re-instate the attorney. There will be no appeal from this decision other than pursuant to Rule 8.5, 8.6, and 8.7 herein

c) Removal: Imposed for the most serious violations after a full hearing before the ICDA Billing & Discipline Committee. The attorney may appeal the finding to the ICDA Executive Committee, and appear before the Committee for a hearing, after which the Committee will adopt the decision or revise (either up or down). If the decision is adopted, the attorney is removed from the panel. There will be no appeal from this decision other than pursuant to Rule 8.5, 8.6, and 8.7 herein. After one year, the attorney is free to re-apply to the panel on the same basis as an attorney applying for the first time and the application will be sent to the ICDA Qualifications Committee for evaluation

8.5 Member' Appeal to ICDA Executive Committee. A Member will automatically be eligible to appeal to the ICDA Executive Committee from any recommendation of suspension or removal

8.6 Review and Decision by ICDA Executive Committee. Each member shall be given an opportunity to make a written or oral response to the ICDA Committee. A two-thirds (2/3) vote of a quorum of the ICDA Executive Committee members present and voting shall be required to make recommendations for reinstatement, suspension or removal of the member from the Program. The ICDA Committee shall render a decision in any such matter within sixty (60) days of the date of appeal unless time is extended with the Registrant's consent. The Registrant shall be notified in writing within ten (10) working days of the decision of the ICDA Executive Committee.

8.8 De Novo Review. Members who are suspended or removed from the panel, or who are otherwise the subject of adverse action by the ICDA

TECHNICAL EXHIBIT A-2

Executive Committee may obtain, de novo review by the Los Angeles Superior Court's De Novo Review Committee. The de novo review shall be conducted pursuant to procedures and guidelines adopted by the Court pursuant to Attachments D and E of the Indigent Defense Contract (copy attached) or such other procedures as the Court may adopt.

8.9 Additional Rules. The Directing Attorney and/or the ICDA Committee shall have the authority to implement additional rules and procedures necessary to carry out the intent of these Rules.

8.10 Confidentiality. All communications, deliberations and records of activities of the **Directing Attorney, the ICDA Committee, any designated subcommittees**, the Court's Attorney Screening Committee, and the Court's De Novo Review Committee shall be confidential.

RULE IX. APPOINTMENT PROCEDURES

9.1 Registrants' Program Files. A file for each Registrant shall be maintained at the office of the Program.

9.2 Duty Day and Arraignment Procedures: The following arraignment procedures shall be employed.

- a.) Rules for the implementation of Duty Day procedures will be established by the Directing Attorney and Administrative Staff from time to time and are hereby incorporated into the Rules of Operation by reference.
- b.) Panel Attorney Grades I, II, III, IV or the Misdemeanor panel, shall be scheduled to appear in various courthouses throughout Los Angeles County as the Duty Day attorney to handle all matters in which the ICDA is appointed by the Court.
- c.) Grade V only panel attorneys shall not be scheduled for duty days, but shall receive appointments to Grade V cases from the ICDA Administrative Staff, pursuant to an existing Memorandum of Understanding between Los Angeles County and the Los Angeles County Bar Association.
- d.) Attorney Grades I, II, III, IV, and the Misdemeanor panel, shall be present in the designated courthouse on their scheduled duty day. Duty Day attorneys shall appear personally in the designated courthouse as scheduled by the ICDA administrative staff.

TECHNICAL EXHIBIT A-2

- e.) Attorney Grades I, II, III, IV, and the Misdemeanor panel, are assigned to duty days at least one month in advance. If unable to appear, Registrants must notify the ICDA Administrative Staff at least **two (2) court days** before the scheduled appearance date. In the event of any emergency, it is the attorney's responsibility to contact a substitute ICDA attorney and notify the Administrative Staff promptly of the substitution;
- f.) Cases that are handled by the ICDA attorney on a duty day shall be handled on behalf of the *panel* only. Attorney(s) may retain one case for ongoing representation. Remaining cases will be distributed to the next available attorney on the appropriate rotation list.
- g.) If the court insists on appointing the Duty Day attorney on more than one case, he or she will be obliged to decline the appointment and inform the court of ICDA procedures. The case(s) will then be distributed to the next person on the applicable list. Attorneys who do not follow this procedure will be suspended.
- h.) In no event may an attorney receive a case involving multiple defendants where the attorney has represented any other of the defendants in that case at arraignment. Such cases must be referred to the ICDA Administrative Staff. The Attorney may accept another appropriate appointment on that day. Any other cases shall be referred to the ICDA Administrative Staff for reassignment.

9.3 Appointment Procedures

- a) Attorneys are responsible for retrieving all discovery files for appointed cases from the designated areas throughout the Los Angeles County in a timely manner. Failure to do so will result in the loss of that appointment and of the Registrant's place in the rotation;
- b) Attorneys who are not scheduled to duty days shall receive appointments on a rotational basis pursuant to the rotation schedule set forth in the ICDA Summary of Program Procedures. The first attorney contacted shall be given a reasonable time to respond to the ICDA call for a case appointment before another attorney is appointed to that case;
- c) The Court shall have the right to deny an appointment to any attorney for any reason; however, generally, the Court will refer every case for which the Public Defender's office and Alternate Public Defender's office have declared a legal conflict of interest or unavailability to the ICDA

TECHNICAL EXHIBIT A-2

Program;

- d) If the attorney is unavailable when called, he/she retains his/her place in the rotation. The ICDA Administrative Staff shall note that the attorney was out and record the date and time of the call. After the attorney is unavailable on three (3) consecutive occasions, he/she shall automatically be placed at the end of the rotation. This process continues until an attorney is appointed.
- e) If an attorney declines an appointment or if he/she is appointed, his/her name is then placed at the bottom of the rotation order;
- f) The Court has the power to deviate from this selection process as the interests of justice or the efficient operation of the Court may demand;
- g) All appointments shall be made without regard to race, color, age, religion, national origin or sex; and
- h) It shall be the obligation of each attorney to whom a case is assigned to determine at the outset whether a conflict of interest exists and, if so, to report such determination to the Program and the Court and thereupon facilitate the referral of the case to the next available attorney.
- i) Attorneys who are required to appear in a particular courthouse shall report to the scheduled Court(s) by 8:30 a.m., or by the time designated by the particular court, on their duty day. Attorneys shall notify the clerk(s) of the Court(s) that they are the ICDA panel members for that day;
- j) The ICDA Administrative Staff must be notified of any change to the duty day calendar. If the attorney has not made arrangements to trade dates at least two (2) days in advance of the arraignment date in question, the attorney shall notify the ICDA Administrative Staff;
- k) Attorneys must provide upon request by the ICDA Director a copy of all requests for payment concurrent with their submission to the Court on ICDA appointed cases;
- l) Attorney must appear in court on the date calendared by the ICDA Administrative Staff and accept one or two case(s) within his/her Attorney Grade, in which there are no more than three defendants. Attorney agrees to represent all other cases arraigned that day for the purposes of arraignment only. He/she further agrees to provide all necessary information regarding each client represented at arraignment to the ICDA Administrative Staff.

TECHNICAL EXHIBIT A-2

Rule X. AMENDMENT

- 10.1** The Program's Rules, Procedures and Application Agreement may be amended from time to time by the Directing Attorney and approved by a majority vote of the ICDA Committee. Any amendment to these Rules shall, following adoption, be distributed to all Registrants who shall be bound thereby.

Rule XI. ASSOCIATE COUNSEL

- 11.1** The preceding provisions shall apply to Associate Counsel or co-counsel appointed pursuant to 987(d) of the Penal Code.
- 11.2** When 987(d) co-counsel is appointed in an ICDA case, said co-counsel must be an ICDA panel member. Co-counsel may be chosen from Attorney Grades I, II, III, IV, V or from the Misdemeanor panel.

Rule XII. CIVIL ASSET FORFEITURE

- 12.1** No Attorney will be prohibited from representing, or continuing to represent, a court appointed client on a concomitant civil asset forfeiture proceeding, provided the attorney complies with the following:
- 12.1 The fee agreement for the concomitant civil asset forfeiture proceeding is on a straight **contingency** fee contract.
- A. The contract is in writing and in compliance with Business and Professions Code Section 6148.
- B. The attorney makes written disclosure to the client that:
1. The County of Los Angeles will be notified whenever a civil asset forfeiture proceeding has been concluded in the client's favor and the specific amount recovered;
 2. The County of Los Angeles may seek reimbursement of attorney's fees paid to attorney in the criminal case.
- C. The client acknowledges in writing that he or she is aware:
1. of the attorney's obligation to inform the County of Los Angeles of any recovery in the civil asset forfeiture proceeding;
 2. the County of Los Angeles may require the client to reimburse fees paid to the attorney for the client's representation in the criminal proceeding.

TECHNICAL EXHIBIT A-3

CLASSIFICATION OF ATTORNEYS

Attorneys will be eligible to receive appointments according to their classification as follows:

Misdemeanor Attorneys shall be eligible to receive appointments to all misdemeanor cases.

Grade I Attorneys shall be eligible to receive appointments to **Grade I cases only**. Grade I cases shall be:

- *All felonies not designated as Grade II, III, IV or V
- *All Vehicle Code offenses except homicides
- *All Business and Professions Code felony filings
- *P.C. 270 cases

Up to 7 years max sentencing time

Grade II Attorneys shall be eligible to receive appointments to **Grade II and Grade I**.
Up to 12 years max sentencing time

Grade III Attorneys shall be eligible to receive appointments to **Grade III cases and Grade II cases**. Grade III cases include the following; except when they have been designated as Grade IV cases:

- *Any complaint filed with more than seven counts on our defendant regardless of the actual charge (except for Grade V cases).
- *Any complaint for which more than two sentence enhancements are alleged.
- *All conspiracies (P.C. 182) except where the underlying charge is a Grade I charge.
- *All cases where forfeiture of money or property is involved.
- *All P.C. 211 cases with more than three counts of 211 filed against our defendant.
- *All cases where the time estimate for the duration of the Preliminary Hearing is in excess of 6 weeks.

Up to 25 years max sentencing time

Grade IV Attorneys shall be eligible to receive appointments to **Grade IV cases, Grade III cases and Grade II cases**. Grade IV cases shall include:

- *All cases in which a third strike is alleged (P.C. 667).
- *All non-special circumstance (Grade V) murder cases.
- *All complex crimes involving protracted litigation with approval of the Court.
- *Treason under Penal Code section 37
- *Kidnapping causing GBI or death or under circumstances likely to cause GBI or death under Penal Code section 209(a)
- *Attempted murder of a police officer under Penal Code section 217.1
- *Train-wrecking under Penal Code section 218
- *Train de-railing under Penal Code section 219
- *Assault of a child under 8 years of age resulting in death under Penal Code section 273(a, b)
- *Explosion causing death under Penal Code section 12310(a)
- *All cases alleging an enhancement under Penal Code section 12022.53(d) (personally discharging a firearm causing great bodily injury or death)

TECHNICAL EXHIBIT A-3

- *All sex offenses alleging an enhancement under Penal Code section 667.61 (sex offense special circumstances)
- *All sex offenses alleging an enhancement under Penal Code section 667.7 (habitual sex offender causing GBI or using force likely to produce GBI)
- *All sex offenses alleging an enhancement under Penal Code section 667.71 (habitual sex offender)
- *Attempted First Degree Murder under Penal Code section 664/187
- *Gross Vehicular Manslaughter with prior DUI conviction under Penal Code section 191.5(d)
- *Aggravated Mayhem under Penal Code section 205
- *Torture under Penal Code section 206.1
- *Kidnapping under Penal Code section 209(a) not causing GBI or death
- *Kidnapping under Penal Code section 209(b)
- *Kidnapping during commission of carjacking under Penal Code section 209.5
- *Aggravated sexual assault of a child under Penal Code section 269
- *All sex offenses alleging enhancement under Penal Code section 667.51(d) for prior sex offense convictions (P.C. 667.71 and P.C. 667.72)
- *All drug offenses alleging an enhancement under Penal Code section 667.75 (drug offenses involving minors with prior convictions)
- *Explosion causing mayhem or GBI under Penal Code section 12310(b)
- *All second strike cases alleging any of the above offenses or enhancements
- *Any of the above substantive offenses in combination with an enhancement allegation under Penal Code sections 12022.53(b) or (c)

25 years and over max sentencing time
3 strikes automatically Grade 4

Grade V Attorneys shall be eligible to receive appointments to **Grade V cases and Grade IV cases**. Grade V cases shall include:

- *P.C. 187 with special circumstances where the penalty of death is a possible sentence.

TECHNICAL EXHIBIT A-4

De Novo Review Procedures

Qualifications Committee

Under the ICDA Qualification's Committee Review Process, in order for an attorney to obtain an upgrade or if there is a question concerning their qualifications these are the following procedures that they follow:

1. The Committee contacts the Courts in question and speaks to the Judges.
2. The office looks up other cases that have been assigned to that attorney.
3. We seek to determine whether other attorneys have tried cases with that particular person and get their opinions on their Court conduct and trial process.
4. On occasion we have contacted the PD or DA's Office to get their opinions on cases they may have tried with that attorney as well.
5. We check to see if there are any other complaints filed by the Courts.

If there are no negative responses given toward that attorney, the Committee does not proceed any further. If there are some negative responses or questions, the Committee will call in that attorney and conduct an oral interview on the circumstances surrounding the complaints. The decisions made by the Committee determine whether that person is qualified for an upgrade, for the grade to remain the same or should be downgraded.

If the attorney does not agree with the decision of the Qualifications Committee, the attorney can appeal to the Executive Committee. Once the Executive Committee reviews the information and hears what that attorney has to say and if they make a decision to uphold the original decision, and that person still wants to appeal, they can appeal to the Judiciary Committee.

The Committee is comprised of members of the panel that are all grade levels including Grade V.

TECHNICAL EXHIBIT A-5

**INDIGENT CRIMINAL DEFENSE APPOINTMENTS PROGRAM QUALIFICATION
COMMITTEE EVALUATION GUIDELINES**

All attorneys seeking admission to the Los Angeles County attorney panel to handle cases under the Agreement for Adult Indigent Criminal Defense Program Services entered between the County of Los Angeles and the Los Angeles County Bar Association shall submit an application to the ICDA. The applications will be reviewed by the ICDA Directing Attorney and referred to the ICDA Qualifications Committee for review. Only applicants meeting all the criteria listed below will be placed on the County panel:

All applicants will be evaluated using the same criteria:

1. Demonstrated professionalism, competency and experience to handle complex felony trials.
2. Demonstrated ethical standards above question.
3. Demonstrated court behavior consistent with bringing court matters to trial without undue delay, i.e.;
 - (a) Appears in court promptly at time set;
 - (b) Manages calendars in fashion to prevent trial conflicts arising on a regular basis; and
 - (c) Prepares early to proceed without causing undue delay.
4. Demonstrated appropriate accounting practices including maintenance of adequate documentation for court provided funds and credible billing records.
5. Demonstrated billing practices which bill for time spent necessary to properly represent the defendant in a manner not inconsistent with the amount of time spent by other counsel with similarly situated defendants.
6. Meets minimum Panel requirements of the Agreement for Adult Indigent Criminal Defense Program Services entered between the County of Los Angeles and the Los Angeles County Bar Association

Consistent with the policies of the Court and the County of Los Angeles as set forth in the Agreement for Adult Indigent Criminal Defense Program Services entered between the County of Los Angeles and the Los Angeles County Bar Association, outreach efforts will be pursued to ensure equal access by minority and women attorneys for inclusion on the panel.

TEHNICAL EXHIBIT A-6

COURT LOCATIONS

The County reserves the right to add/remove Court locations, as necessary, based upon the needs of the County.

COURT LOCATIONS		
	Name	Address
1	Airport Courthouse	11701 S. La Cienega, Los Angeles, CA 90045
2	Alfred J. McCourtney Juvenile Justice Center	1040 W. Avenue J, Lancaster, CA 93534
3	Alhambra Courthouse	150 West Commonwealth, Alhambra, CA 91801
4	Bellflower Courthouse	10025 East Flower Street, Bellflower, CA 90706
5	Beverly Hills Courthouse	9355 Burton Way, Beverly Hills, CA 90210
6	Burbank Courthouse	300 East Olive, Burbank, CA 91502
7	Catalina Courthouse	215 Summer Avenue, Avalon, CA 90704
8	Central Arraignment Courts	429 Bauchet Street, Los Angeles, CA 90012
9	Chatsworth Courthouse	9425 Penfield Ave., Chatsworth, CA 91311
10	Clara Shortridge Foltz Criminal Justice Center	210 West Temple Street, Los Angeles, CA 90012
11	Compton Courthouse	200 West Compton Blvd., Compton, CA 90220
12	Downey Courthouse	7500 East Imperial Highway, Downey, CA 90242
13	East Los Angeles Courthouse	4848 E. Civic Center Way, Los Angeles, CA 90022
14	Eastlake Juvenile Court	1601 Eastlake Avenue, Los Angeles, CA 90033
15	El Monte Courthouse	11234 East Valley Blvd., El Monte, CA 91731
16	Glendale Courthouse	600 East Broadway, Glendale, CA 91206
17	Governor George Deukmejian Courthouse	275 Magnolia, Long Beach, CA 90802
18	Hollywood Courthouse	5925 Hollywood Blvd., Los Angeles, CA 90028
19	Inglewood Courthouse	One Regent Street, Inglewood, CA 90301
20	Inglewood Juvenile Courthouse	110 Regent Street, Inglewood, CA 90301
21	Metropolitan Courthouse	1945 South Hill Street, Los Angeles, CA 90007
22	Michael Antonovich Antelope Valley Courthouse	42011 4th Street West, Lancaster, CA 93534
23	Norwalk Courthouse	12720 Norwalk Blvd., Norwalk, CA 90650
24	Pasadena Courthouse	300 East Walnut Ave., Pasadena, CA 91101
25	Pomona Courthouse South	400 Civic Center Plaza, Pomona, CA 91766
26	San Fernando Courthouse	900 Third Street, San Fernando, CA 91340
27	Santa Clarita Courthouse	23747 West Valencia Blvd., Santa Clarita, CA 91355
28	Santa Monica Courthouse	1725 Main Street, Santa Monica, CA 90401
29	Stanley Mosk Courthouse	111 North Hill Street, Los Angeles, CA 90012
30	Sylmar Juvenile Courthouse	16350 Filbert Street, Sylmar, CA 91342
31	Torrance Courthouse	825 Maple Ave., Torrance, CA 90503
32	Van Nuys Courthouse East	6230 Sylmar Ave., Van Nuys, CA 91401
33	Van Nuys Courthouse West	14400 Erwin Street Mall, Van Nuys, CA 91401
34	West Covina Courthouse	1427 West Covina Parkway, West Covina, CA 91790
35	Whittier Courthouse	7339 South Painter Ave., Whittier, CA 90802
36	Spring Street Courthouse (civil)	312 N. Spring Street, Los Angeles, CA 90012
37	Edmund D. Edelman Children's Court (Juv. Dep)	201 Centre Plaza Drive., Monterey Park, CA 91754

NOTE: Several of the above Court locations contain multiple public defender offices but represent one pickup site.

TECHNICAL EXHIBIT A-7

What you cannot do:

1. Double bill for your time: i.e., if you read the police reports for one case while waiting in court on another, you may only bill for that time on one of the cases.
2. Bill for work not performed.
3. Bill for the cost of a telephone call and for the time spent on the call.
4. Bill above the agreed upon rates as set forth In the Agreement for Adult Indigent Criminal Defense Appointments Program, County-wide Adult Indigent Criminal Defense Services entered between the County of Los Angeles and the Los Angeles County Bar Association.
5. Double bill for research performed on one case that is also used in another.
6. Bill for travel time except for travel time to and from the Pitchess Jail complex in Castaic. For travel time to and from Pitchess Jail complex, you may bill for either the actual time spent traveling or one hour, whichever is less. Any additional travel time must be pre-approved before it may be claimed.
7. Bill for mileage except for travel to Lancaster Courthouse not to exceed 130 miles roundtrip reimbursed at the prevailing rate set by the County.
8. Bill above the approved guidelines for dally work and dally court time without specific approval from the judge to whom the case is assigned. The daily hourly billing guideline is 11 hours for weekdays and 10 for weekends, including court time. The court day is 7 hours.
9. Engage an expert or Investigator without prior approval of the judge to whom the case is assigned.
10. Bill separately for appearances made on previously appointed cases during a per-diem duty day.
11. Billing for those appearances constitutes double-billing.
12. Bill for parking or gas expenses.
13. Bill for waiting time other than time actually spent in the courtroom waiting for the specific case to be called. Time spent outside the courtroom may not be claimed as waiting time.

What you must do:

1. Bill in time Increments of 6 minutes (1/10 or an hour).

TECHNICAL EXHIBIT A-7

2. Be personally present for any billable court appearances on an ICOA assigned case, I.e., do not submit a bill for an appearance made by another lawyer.
3. Retain receipts for all expenses and attach copies to the bill.
4. When requesting supplemental funds for an Investigator or expert submit your request in writing detailing what work has been done, what remains to be done and the estimated cost. If you have to disclose privileged information, file the request under seal.
5. Submit all claims for services within 90 days of the last activity on that case.
 - a. Late submittals will have a reduction up to 50% as a standard administrative reduction.
 - b. For claims that have been deducted up to 50%, the claimant may submit for a review by a judicial officer for consideration of payment higher than 50% and up to the full amount of the claim.

What you should do:

1. Keep adequate notes of all work performed so you can justify your bill.
2. Submit a detailed narrative of your work performed on any bill over \$2,500.

TECHNICAL EXHIBIT A-8**INDIGENT CRIMINAL DEFENSE APPOINTMENTS PROGRAM
HOURLY COMPENSATION RATES****Hourly Rates: Effective: July 1, 2021**

- | | |
|-----------------------------------|----------|
| • Misdemeanor | \$81.00 |
| • Grade 1 | \$87.00 |
| • Grade 2 | \$93.00 |
| • Grade 3 | \$100.00 |
| • Grade 4 | \$114.00 |
| • Grade 5 (Capital Case Panel) | * |
| • Sexually Violent Predator (SVP) | \$125.00 |

* Pursuant to an existing Memorandum of Understanding between Los Angeles County and the Superior Court, approved by the County Board of Supervisors on November 17, 1992, and any later amendments and/or addenda.

Per Case Rates: Effective: July 1, 2021

- | | |
|-----------------------------------|----------|
| • Early Disposition Program (EDP) | \$250.00 |
|-----------------------------------|----------|

Duty Day Per-Diem Rate: Effective July 1, 2021

- | | |
|--------------------------|----------|
| • Misdemeanor (full day) | \$408.00 |
| • Misdemeanor (half day) | \$204.00 |

TECHNICAL EXHIBIT A-9

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date _____

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date _____

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date _____

COUNTY ACTIONS:_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

TECHNICAL EXHIBIT A-10

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	PERFORMANCE INDICATOR	STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FOR FAILURE TO MEET THE AQL
Overall compliance with Scope of Work. Exhibit A, SOW, Section 1.0, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> ▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files ▪ User Complaints 	Up to \$100 per occurrence
Maintain compliance with specific requirements for the administration of indigent representation. Exhibit A, SOW, Section 1.2, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> ▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files ▪ User Complaints 	Up to \$100 per occurrence
Maintain compliance with specific requirements for the establishment of the ICDA panel. Exhibit A, SOW, Section 1.3, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> ▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files ▪ User Complaints 	Up to \$100 per occurrence

TECHNICAL EXHIBIT A-10

Maintain compliance with specific requirements for the services to be provided. Exhibit A, SOW, Section 1.4, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> ▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files ▪ User Complaints 	Up to \$100 per occurrence
Maintain compliance with specific requirements for the billing for administrative fees. Exhibit A, SOW, Section 1.5, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> ▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files ▪ User Complaints 	Up to \$100 per occurrence
Maintain compliance with specific requirements for the compensation for ICDA attorneys. Exhibit A, SOW, Section 1.6, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> ▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files ▪ User Complaints 	Up to \$100 per occurrence

TECHNICAL EXHIBIT A-10

Maintain compliance with specific requirements for an annual audit. Exhibit A, SOW, Section 1.7, of this Contract and Paragraph 8.38, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> ▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files ▪ User Complaints 	Up to \$100 per occurrence
Maintain compliance with specific requirements for assurances. Exhibit A, SOW, Section 1.8, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> ▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files ▪ User Complaints 	Up to \$100 per occurrence
Maintain compliance with specific requirements for cooperation in recovering 987.8 costs. Exhibit A, SOW, Section 1.9, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> ▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files 	Up to \$100 per occurrence

TECHNICAL EXHIBIT A-10

Maintain compliance with specific requirements for visits. Exhibit A, SOW, Section 1.10, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> ▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files 	Up to \$100 per occurrence
Maintain compliance with specific requirements for client files. Exhibit A, SOW, Section 1.11, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> ▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files ▪ User Complaints 	Up to \$100 per occurrence
Maintain compliance with specific requirements for refusal to appoint. Exhibit A, SOW, Section 1.12, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> ▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files ▪ User Complaints 	Up to \$100 per occurrence
Maintain Quality Control Plan. Exhibit A, SOW, Section 3.0, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> ▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files ▪ User Complaints 	Up to \$100 per occurrence

TECHNICAL EXHIBIT A-10

Notify in writing of any change in name or address of the Contractor Project Manager. Paragraph 7.0, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> ▪ Inspection and Observation 	Up to \$100 per occurrence
Obtain County's written approval prior to subcontracting any work. Paragraph 8.40, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> ▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files ▪ User Complaints 	Up to \$100 per occurrence; possible termination for default of Contract

PRICING SHEET**ADULT INDIGENT CRIMINAL DEFENSE APPOINTMENTS
PROGRAM SERVICES****LOS ANGELES COUNTY BAR ASSOCIATION
ADMINISTRATIVE FEE**

<u>Position Classifications</u>	<u>Number of Positions</u>
Directing Attorney	1
Manager of Operations	1
Senior Computer Program Assistant	1
Program Administrators	3
Assistant	1
Total Administrative Positions for the ICDA Program	7

<u>Annual Contract Period</u>	<u>Maximum Annual Contract Sum</u>
Year 1: Administrative Fee Effective July 1, 2021	\$1,254,300
TOTAL (INITIAL TERM) NOT TO EXCEED	\$1,254,300*

*The total of all Maximum Annual Contract Sums for the one-year term of the Agreement, shall not exceed \$1,246,300. The one one-year renewal option is not included in this total.

EXHIBIT C

INTENTIONALLY OMITTED

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

COUNTY'S ADMINISTRATION

CONTRACT NO: _____

COUNTY PROJECT DIRECTOR:

Name: René Phillips
Title: Manager, CEO
Address: 500 W. Temple Street Room 750
Los Angeles, CA 90012
Telephone: 213-974-1478
E-Mail Address: rphillips@ceo.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Brian Hoffman
Title: Principal Analyst, CEO
Address: 500 W. Temple Street Room 750
Los Angeles, CA 90012
Telephone: 213-893-9738
E-Mail Address: bhoffman@ceo.lacounty.gov

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Los Angeles County Bar Association

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR

Name: Stan Bissey
Title: Executive Director
Address: 200 S. Spring Street
Los Angeles, CA 90012
Telephone: 213-896-6437
E-Mail Address: sbissey@lacba.org

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Cyn Yamashiro
Title: Directing Attorney
Address: 200 S. Spring Street
Los Angeles, CA 90012
Telephone: 213-896-6407
E-Mail Address: cyamashiro@lacba.org

Name: Glenn Benitz
Title: Director of Finance
Address: 200 S. Spring Street
Los Angeles, CA 90012
Telephone: 213-896-6437
E-Mail Address: gbenitz@lacba.org

Notices to Contractor shall be sent to the following:

Name: Cyn Yamashiro
Title: Directing Attorney
Address: 200 S. Spring Street
Los Angeles, CA 90012
Telephone: 213-896-6407
E-Mail Address: cyamashiro@lacba.org

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced 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, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced 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: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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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

Title 2 ADMINISTRATION
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Page 2 of 3

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW

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?

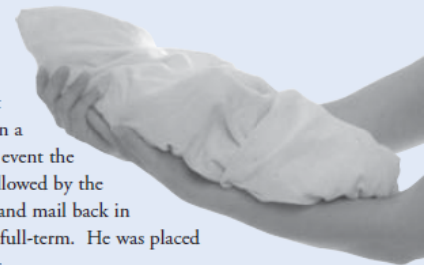
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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

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www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo 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.



**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.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.

- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies,

standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;

- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval

of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that

no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.

- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email
CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:
Ralph Johnson

Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the

County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. CYBER LIABILITY INSURANCE

The Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least **\$2,000,000** per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit

monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the 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.

SOLE SOURCE CHECKLIST

Department Name: _____

- ☐ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

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

Sheila Williams

Chief Executive Office

Date

June 22, 2021

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 TO AUTHORIZE THE ACQUISITION OF TWO SEARCH AND RESCUE
VEHICLES FOR THE RESERVE FORCES SEARCH AND RESCUE TEAM
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is requesting approval to authorize the acquisition of two, four-wheel-drive search and rescue vehicles. The costs of both trucks is approximately \$657,017.50. This purchase exceeds the \$250,000 capital asset threshold established by the Board and requires your approval to move forward with the acquisition process.

IT IS RECOMMENDED THAT THE BOARD:

Authorize the Internal Services Department (ISD), as the County's Purchasing Agent (CPA), to proceed with the solicitation and acquisition of the trucks, not to exceed a total of \$657,017.50.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to purchase two search and rescue trucks.

In 2020, the Department's Search and Rescue Team responded to an overwhelming 715 missions. The majority of those rescues involved "over the side rescues." The

purchase of these new trucks are designed to increase the efficiency of the rescue while also enhancing the safety of the members performing the rescue.

The current vehicles are old, with outdated equipment, and more importantly are constantly breaking down. Mechanical failures greatly hamper the Department members' ability to respond to rescues and operate at full efficiency.

Implementation of Strategic Plan Goals

The recommendations are consistent with the County's Strategic Plan, Goal 5 - Public Safety, by providing the Department with greater capabilities to ensure the safety of the public.

FISCAL IMPACT/FINANCING

The total estimated cost of two search and rescue trucks is approximately \$657,017.50. The purchase will be funded by the use of Citizen's Option for Public Safety funding Fiscal Year (FY) 2019-20. There is no impact on net County funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Law enforcement is tasked with the primary mission of protecting lives. The challenges faced by law enforcement in accomplishing these duties have evolved dramatically over the years. Providing the Department Search and Rescue Team with the proper equipment to do their jobs efficiently will increase the manner in which lives are saved.

On October 16, 2001, the Board approved the classification categories for fixed assets and new requirements for major fixed assets (now referred to as capital assets) acquisitions, requiring County departments to obtain Board approval to purchase or finance equipment with a unit cost of \$250,000 or greater, prior to submitting their requisitions to ISD.

ENVIRONMENTAL DOCUMENTATION

The acquisition of the search and rescue trucks is exempt from the California Environmental Quality Act. This will not result in a direct or reasonably foreseeable impact on the environment in accordance with Section 15061(b)(3) of the State of California Environmental Quality Act guidelines.

CONTRACTING PROCESS

The procurement of the search and rescue trucks is a commodity purchase under the statutory authority of the CPA. The purchase will be requisitioned through and accomplished by the CPA in accordance with the County's purchasing policies and procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The search and rescue trucks will greatly enhance the Department members' ability to rescue people, save lives, and increase the efficiency and manner in which rescues are performed.

CONCLUSION

Upon Board approval, please return two copies of the adopted Board letter to the Department's Countywide Services Division.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF



COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2426
www.fire.lacounty.gov

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

BOARD OF SUPERVISORS

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FIRE CHIEF
FORESTER & FIRE WARDEN

June 22, 2021

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

Dear Supervisors:

REQUEST APPROVAL OF AN ORDINANCE TO CREATE A FIRE DEPARTMENT VEHICLE ACCUMULATIVE CAPITAL OUTLAY (ACO) FUND (ALL DISTRICTS) (4 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to create a Fire Department Vehicle ACO Fund for the deposit of financing resources to support the District's ongoing vehicle and vehicular equipment replacement efforts.

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

1. Adopt the attached ordinance that will create the Fire Department Vehicle Accumulative Capital Outlay Fund.
2. Find that the proposed actions are exempt from the California Environmental Quality Act for the reasons stated in this Board letter.

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
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Vehicle ACO Fund will allow the District to accumulate financial resources to fund the ongoing replacement of the various vehicles that it uses in the fulfillment of its duties. Approval of this ACO will allow the District to better manage the funding for vehicle procurements that often span multiple fiscal years.

State law allows for the County to provide by ordinance for the creation and accumulation of a fund for capital outlays.

Background

The District's vehicle fleet consists of a wide range of vehicles that perform a variety of fire suppression activities. This includes vehicles that provide structural fire protection such as pumper apparatus and quint aerial apparatus; vehicles that provide wildland fire suppression such as patrol apparatus, dozers and graders; vehicles that provide emergency medical response such as paramedic rescue squads; and other various non-emergency vehicles. The age of the vehicles ranges from two to over 28 years old. Many of the older vehicles are operating beyond their estimated useful life and need to be replaced to maintain their operational effectiveness.

Due to the specialized equipment installed on these vehicles, the unit price of each vehicle can range from \$30,000 to \$1.6 million and the entire procurement process can take two to three years from order to delivery. As a result, the District currently funds vehicle purchases on a periodic basis depending on funding availability. The creation of this ACO will streamline the procurement process by allowing the District to strategically accumulate funds specifically for vehicle replacement.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. I, Strategy 1.2: Enhance Our Delivery of Comprehensive Interventions, by delivering comprehensive and seamless services to those seeking assistance from the County; and Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable.

FISCAL IMPACT/FINANCING

The District plans on funding the Fire Vehicle ACO Fund in Fiscal Year 2021-22. Currently, there is no such fund for the District and the monies accumulated in the Fire Vehicle ACO Fund will support the ongoing vehicle and vehicular equipment replacement efforts. The Fire Vehicle ACO Fund will be an interest-bearing fund. All interest earnings of the Fire Vehicle ACO Fund will be deposited back into the fund.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Government Code section 53730, et seq., allows for the County to create through an ordinance for the accumulation of funds for capital outlays.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Fire Department Vehicle ACO Fund will facilitate the replacement of critically needed apparatus and vehicles and will greatly enhance the District's ability to protect lives, the environment and property in a safe, more efficient, and cost-effective manner.

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
323-881-6173
Zuleyda.Santana@fire.lacounty.gov

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:al

Enclosures

c: Chief Executive Officer
Executive Office, Board of Supervisors
County Counsel
Auditor-Controller

ANALYSIS

This ordinance authorizes the establishment of an Accumulative Capital Outlay Fund for replacement of vehicles by the Fire Department.

This account will be funded from appropriations, revenues and unencumbered surplus authorized by the Board of Supervisors.

RODRIGO A. CASTRO-SILVA
County Counsel

By
JENNY TAM
Principal Deputy County Counsel
Property Division

al

ORDINANCE NO. _____

An ordinance adding Section 4.16.230 to Chapter 4.16 of Title 4 of the Los Angeles County Code relating to accumulative capital outlay funds and accounts.

The Board of Supervisors of the County of Los Angeles ordains as follows:

Section 1. Section 4.16.230 is added to read:

4.16.230 Accumulative capital outlay account – Fire vehicle replacement account.

- A. In addition to all other accumulative capital outlay funds or accounts provided for by this chapter, there is created an account to be known as the “Accumulative Capital Outlay Account – Fire Vehicle Replacement Account.”
- B. The following monies shall be deposited into this account:
 - 1. All appropriations, revenues, and unencumbered surplus that are authorized by the Board of Supervisors for this account.
 - 2. All interest earnings of funds in this account.
- C. All monies deposited into his account shall be reserved for the replacement of vehicles for the Fire Department.

LOS ANGELES COUNTY PUBLIC WORKS
BOARD LETTER BRIEFING SHEET



BOARD MEETING DATE: 6/22/2021 **CORE SERVICE AREA:** Construction Management

SUBJECT: Rancho Los Amigos South Campus County Office Building Project

SUP. DIST: 4 **TESTIMONY/JURISDICTIONAL STATEMENT:** YES ☐ (attached) **NO** ☒

CONTACT: Anthony Nyivih **PHONE:** (626) 458-4010 **E-MAIL:** anyivih@pw.lacounty.gov

RECOMMENDED ACTION(S)

Public Works is seeking Board approval to execute Phase I of a design-build contract with Sundt Construction, Inc., for the Rancho Los Amigos South Campus (RLASC) County Office Building Project, formerly named the RLASC Internal Services Department (ISD) and Probation Department Headquarters Project, that is a portion of the previously approved RLASC Project.

BACKGROUND

The 74-acre RLASC is located at 7601 East Imperial Highway on County-owned land in the City of Downey. On June 23, 2020, the Board certified the Final Environmental Impact Report and approved the RLASC Project. The RLASC County Office Building Project will provide a new headquarters building with an open flexible office plan for efficient workflow and cross department collaboration in a seismically safe structure to meet Leadership in Energy and Environmental Design Gold energy efficient standards. The open office concept will also allow other County departments to occupy the spaces and further consolidate and reduce currently leased facilities for County functions.

Public Works has completed solicitation of bids for the RLASC ISD and Probation Department Headquarters Project and recommends award of the design-build contract to Sundt Construction, Inc., as the responsive and responsible proposer for design and construction of the project.

The scope of work for the design-build services will be divided into two phases. Phase 1 services will include program validation and schematic design. Phase 2 will include the remaining services for completion of the project that includes the remaining design services and construction. Following completion of Phase 1, Public Works will return to the Board to seek authorization to proceed with the Phase 2 design-build services.

FINANCIAL IMPACT


The proposed total project budget for Phase 1 of the RLASC County Office Building Project is \$7,600,000 and includes program validation, schematic design, and County services. There is sufficient funding available in the Capital Project Nos. 67970, 67971, and 67972 to award the proposed Phase 1 design-build services agreement. There is no impact to net County cost associated with the recommended actions.

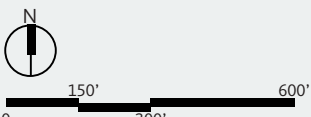
COMMUNITY OUTREACH PERFORMED AND ANTICIPATED COMMUNITY RESPONSE

Public Works held one public scoping meeting for the Environmental Impact Report Notice of Preparation, met with the LA Conservancy several times, and participated in several meetings with the City of Downey.



Legend

 Planning Area



RANCHO LOS AMIGOS SOUTH CAMPUS SITE



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE:

June 22, 2021

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-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
RANCHO LOS AMIGOS SOUTH CAMPUS
COUNTY OFFICE BUILDING PROJECT
AWARD DESIGN-BUILD CONTRACT
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to execute Phase 1 of a design-build contract with Sundt Construction, Inc., for the Rancho Los Amigos South Campus County Office Building Project, formerly named the Rancho Los Amigos South Campus Internal Services Department and Probation Department Headquarters Project, that is a portion of the previously approved Rancho Los Amigos South Campus Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended actions do not constitute a project under the California Environmental Quality Act or exempt under the "common sense" exemption; in the alternative, find the recommended actions herein are within the scope of the project impacts analyzed in the Final Environmental Impact Report, which the Board certified on June 23, 2020, in compliance with the California Environmental Quality Act for the previously approved Rancho Los Amigos South Campus Project; and find there have been no changes to the previously approved project or the circumstances under which it will be undertaken that will result in any new significant effects not included in the

Final Environmental Impact Report or any significant environmental effects that would be more severe than shown in the certified Final Environmental Impact Report.

2. Find that Sundt Construction, Inc., is the responsive and responsible proposer that submitted the best value and most advantageous proposal to the County for design and construction of the project using the design-build project delivery method based on best value criteria stated in the request for proposals, including qualifications, technical design, construction expertise, proposed delivery plan, price, skilled labor force availability, design excellence, acceptable safety record, and lifecycle cost.
3. Award and authorize the Director of Public Works or his designee to execute a design-build contract to Sundt Construction, Inc., for a maximum contract sum not-to-exceed \$6,000,000 for Phase 1, which will include program validation and schematic design.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that they do not constitute a project under the California Environmental Quality Act (CEQA) or are exempt under the CEQA “common sense” exemption; or in the alternative, find the currently recommended actions are within the scope of the previously approved Rancho Los Amigos South Campus (RLASC) Project, analyzed in the previously certified Final Environmental Impact Report (FEIR) for the approved RLASC Project; find there have been no changes to the project or to the circumstances under which it will be undertaken that would result in any new significant effects not discussed in the FEIR or any significant environmental effects that would be more severe than shown in the FEIR; and award and authorize Public Works to execute a design-build contract with Sundt Construction, Inc., for completion of Phase 1 of the project, which will include program validation and schematic design only.

Background

On August 9, 2016, the Board authorized Public Works to proceed with predevelopment activities including program validation for the recommended RLASC Project, which included the following project components: Internal Services Department (ISD) and Probation Department Headquarters, Sheriff’s Department Crime Laboratory Consolidation, Infrastructure, and the Sports Center.

On May 30, 2017, and December 18, 2018, the Board established the RLASC Project with the following project components: Probation Department Headquarters, Capital Project (C.P.) No. 69824; ISD Headquarters, C.P. No. 69823; and Infrastructure, C.P. No. 69825, and authorized execution of various consultant services agreement, including the campus environmental consultant services for the preparation of a project Environmental Impact Report (EIR), project management/construction management, project controls support, conceptual design services, and to pay stipends in the amount

of \$350,000 each to the second and third highest ranked qualifying design-build proposers for the RLASC ISD and Probation Department Headquarters Project.

On June 23, 2020, the Board certified the FEIR for the RLASC Project, adopted the Mitigation Monitoring and Reporting Program (MMRP) prepared for the project, adopted the Environmental Findings of Fact and Statement of Overriding Considerations, and approved what the Final EIR described as “Alternative 4, Scenario 2” as the RLASC Project. The approved project will include demolition of vacant buildings and development on a 26-acre site on the northeast portion of RLASC, located at 7601 East Imperial Highway in the City of Downey.

Currently, the ISD and Probation Department Headquarters are located in a County-owned building at 9150 East Imperial Highway in Downey. This structure does not meet current seismic or energy codes, provides an inefficient office plan, and has reached the end of its useful life. The approved project will provide a new headquarters building with an open flexible office plan for efficient workflow and cross department collaboration in a seismically safe structure to meet Leadership in Energy and Environmental Design Gold energy efficient standards. The open office concept will also allow other County departments to occupy the spaces and further consolidate and reduce currently leased facilities for County functions.

Project Delivery

The project construction will utilize the design-build process. Public Works has completed solicitation of bids for the RLASC ISD and Probation Department Headquarters Project pursuant to the County’s design-build policy and recommends award of the design-build contract to Sundt Construction, Inc., as the responsive and responsible proposer that submitted the best value and most advantageous proposal to the County for design and construction of the project based on best value criteria stated in the request for proposals, including qualifications, technical design, construction expertise, proposed delivery plan, price, skilled labor force availability, design excellence, acceptable safety record, and lifecycle cost.

Under Sundt Construction, Inc., proposal, the project will include a 427,000-square-foot, 5-story main building with shared amenities, such as auditorium, conference rooms, lunchrooms, and restrooms. Also included is a new 14,300-square-foot warehouse building and a 26,000-square-foot, 4-story parking structure for 1,350 vehicles. The site will have large open spaces in a park-like setting with specimen trees, draught tolerant landscaping, and fitness trails to encourage healthy living. Additionally, two historic buildings will be restored and partially repurposed: 10,000 square feet of the Power Plant, built in 1925, would be repurposed, and Casa Consuelo would be restored for future tenant improvements. The historic water tower and an historic Moreton Bay fig tree would be preserved and would serve as important landmarks within RLASC.

The scope of work for the design-build services will be divided into two phases. Phase 1 services will include program validation and schematic design. Phase 2 will include the remaining services for completion of the RLASC County Office Building Project that includes the remaining design services and construction. Following completion of Phase 1, Public Works will return to the Board to seek authorization to proceed with the Phase 2 design-build services.

Although already approved, demolition is not part of the current recommended actions. Public Works will return to the Board to recommend approval of a building contract to demolish up to 103 of the remaining vacant buildings and structures throughout the RLASC, which was also analyzed in the FEIR and included as part of the approved RLASC project.

Green Building/Sustainable Design Program

The RLASC County Office Building Project will support the Board's Green Building/Sustainable Design Program by obtaining a United States Green Building Council Leadership in Energy and Environmental Design Gold Certification or higher. The project will incorporate design and construction sustainable features to optimize energy and water use, enhance the sustainability of the site, improve indoor environmental quality, and maximize the use and reuse of sustainable and local resources while considering long-term maintenance.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County, Objective II.1.2, Support Small Businesses and Social Enterprises; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The proposed RLASC County Office Building Project supports these goals by replacing some County facilities that have exceeded their useful lives and can no longer be supported or maintained. The new replacement facilities will enhance operational efficiency by consolidating County services in RLASC. The recommended project would provide contracting opportunities that will support small businesses and social enterprises and that could potentially employ local and targeted workers.

Additionally, during Phase 2, the project will be constructed utilizing the Community Workforce Agreement approved by the Board and the Los Angeles/Orange Counties Building and Construction Trades Council on November 12, 2019.

FISCAL IMPACT/FINANCING

On August 9, 2016, the Board authorized predevelopment activities associated with the proposed RLASC Project totaling \$9,250,000, funded by Fourth Supervisorial District net

County cost. The preliminary total project cost for the RLASC Project was estimated at \$468,200,000 and included the Sports Center, which was previously approved as a separate project, and the Sheriff's Department Crime Laboratory Consolidation.

On December 18, 2018, the Board approved additional consultant services for project management/construction management and support services, project controls support, and environmental consultant services totaling \$8,150,000 for the proposed project. The Board also authorized the issuance of short-term notes in the amount of \$8,150,000 to finance the project expenditures and established three capital projects (C.P. Nos. 67970, 67971, and 67972) for tracking of project expenditures under a separate fund established to properly account for the funding of these capital projects through tax-exempt, short-term lease revenue notes, for the total funding of \$17,400,000.

The proposed total project budget for Phase 1 of the RLASC County Office Building Project is \$7,600,000 and includes program validation, schematic design, and County services. There is sufficient funding available in the RLASC C.P. Nos. 69823, 69824, 69825, 67970, 67971, and 67972 to award the proposed Phase 1 design-build services agreement. There is no impact to net County cost associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The design-build contract with Sundt Construction, Inc., contains terms and conditions supporting the Board's ordinances and policies including, but not limited to: County Code Chapter 2.160, Lobbyist Ordinance; County Code Chapter 2.200, Child Support Compliance Program; County Code Chapter 2.202, Contractor Responsibility and Debarment; County Code Chapter 2.203, Contractor Employee Jury Service Program; County Code Chapter 2.204, Local Business Enterprise Preference Program; County Code Chapter 2.206, Defaulted Property Tax Reduction Program; Board Policy No. 5.050, County's Greater Avenues for Independence and General Relief Opportunities for Work Programs; Board Policy No. 5.135, Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law); and Community Workforce Agreement by and among the County of Los Angeles, the Los Angeles/Orange Counties Building, Construction Trades Council, the Signatory Craft Councils, and Local Unions.

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, during Phase 2, the project will require that at least 30 percent of the California construction labor hours be performed by qualified Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers. The project will also include a jobs coordinator who will facilitate implementation of the targeted hiring requirement of the policy.

As required by the Board, the RLASC County Office Building Project includes the maximum \$1,000,000 to be allocated to the Civic Arts Special Fund according to the Board's Civic Art Policy adopted on December 7, 2004, and last amended on August 4, 2020. Civic Arts funding will be implemented during the Phase 2 design-build services.

ENVIRONMENTAL DOCUMENTATION

With respect to the RLASC County Office Building (formerly referred to as the RLASC ISD and Probation Department Headquarters), which include a finding that Sundt Construction, Inc., is the responsive and responsible proposer, the recommended actions, award of and authorization to execute the design-build contract and authorization for Public Works to execute an agreement for conceptual design services, are not subject to CEQA since they are excluded from the definition of a project by Section 21065 of the California Public Resources Code and Section 15378(b) of the State CEQA Guidelines. The actions are administrative activities of government that will not result in direct or indirect physical changes in the environment or exempt pursuant to Section 15061(b)(3) because it can be seen with certainty that the actions will not have a significant adverse impact on the environment. Separate Board approval of the implementation Phase 2 would be required by the Board prior to commencement of project construction under the design-build contract.

Additionally, the County as lead agency under CEQA, prepared an EIR for the previously approved project in compliance with CEQA, which analyzed the potential environmental effects of the proposed project. The EIR was certified on June 23, 2020, at which time the Board adopted the MMRP, approved required Findings of Fact, adopted a Statement of Overriding Considerations, and approved the RLASC Project. The recommended actions related to the renamed RLASC County Office Building are, in the alternative, within the scope of the previously certified EIR for the approved RLASC Project. There have been no changes to the previously approved project or the circumstances under which it will be undertaken that will result in any new significant effects not included in the FEIR or any significant environmental effects that would be more severe than shown in the certified FEIR. No further environmental findings are necessary under CEQA. The previously adopted MMRP, Findings of Fact, and Statement of Overriding Considerations continue to apply.

The previously certified EIR is available and can be viewed at <ftp://dpwftp.co.la.ca.us/pub/pmd/Rancho%20Los%20Amigos%20South%20Campus%20EIR/>. The location of the documents and other materials constituting the record of the proceedings upon which the Board's decision is based in this matter is Public Works, 900 South Fremont Avenue, 5th Floor, Alhambra, California 91803. The custodian of such documents and materials is the Assistant Deputy Director of Project Management Division II, Public Works. Due to the current closure of County buildings to the public

related to COVID-19, access to the documents and records for inspection may be requested by contacting the following: RLASC_EIRinquiries@dpw.lacounty.gov.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Determination and a Notice of Exemption in accordance with Section 21152 of the California Public Resources Code and pay the required fees to the Registrar-Recorder/County Clerk. Payment of the fee to the California Department of Fish and Wildlife pursuant to Section 711.4 of the Fish and Game Code was paid for the previously certified EIR.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects during the performance of the recommended actions.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director

MP:VY:cl

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